

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

December 18, 2007

*Subject to approval at  
January 15, 2008  
County Board Meeting*



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**December 18, 2007**

The McLean County Board met on Tuesday, December 18, 2007 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

**The following Members answered to roll call:**

Members Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Michael Sweeney, Cathy Ahart, Terry Baggett\*, John Butler, William Caisley, Don Cavallini, Walter Clark, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, and Matt Sorensen.

\*Late

**The following Member was absent:**

Diane Bostic

**Consent Agenda:**

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. No requests were made at that time.

A.	Approval of the Proceedings of the County Board, November 20, 2007	
B.	County Highway Department – Jack Mitchell, County Engineer	
	1) Request Approval of Resolution and Letting Results From the November 28, 2007 County Non-MFT Combined Construction Projects and Township Stockpiles	1-6
	2) Request Approval of Resolution for Improvement - Towanda Barnes Road (CH 29) – Ft. Jesse Rd. to Northtown Road	7
	3) Request Approval of 2008 Motor Fuel Tax (MFT) Maintenance Resolution	8
	4) Request Approval of 2008 County Engineer MFT Appropriating Resolution	9
C.	Building and Zoning – Phil Dick, Director	
	1) Zoning Cases:	
	a) Request Approval of Application in Case SU-07-13 to amend Special Use Case 92-29-S and to expand an Airstrip with an Accessory Building, a Loading Pad and to build a hanger within five years in the Agricultural District on property which is located Lexington Township immediately Northwest of the Intersection of 2900 East Road And 2000 North Road	10-11
	2) Subdivision Cases:	
	a) Request Approval of Application in Case S-07-13 to amend the Preliminary Plan for the Kings Mill Acres Subdivision with respect to the Surface of the Pedestrian Trail to allow two inches of Ag-Lime rather than two inches of Hot-Mix as Approved in the Preliminary Plan for the Kings Mill Acres Subdivision which is located in Dry Grove Township immediately Southwest of the Intersection of 975 East Road and the Old Peoria Road	12-13
D.	Transfer Ordinances	
E.	Other Resolutions, Contracts, Leases, Agreements, Motions	
	1) <u>Justice Committee</u>	
	a) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender’s Office – Public Defender’s Office	14-17

b)	Request approval of a contract between Terry Dodds, Special Public Defender, and the Public Defender's Office - Public Defender's Office	18-21
c)	Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender's Office – Public Defender's Office	22-25
d)	Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender's Office – Public Defender's Office	26-29
e)	Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office – Public Defender's Office	30-33
f)	Request Approval of a Contract Amendment with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center – Court Services	34-40
g)	Request Approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility – Court Services	41-46
h)	Request Approval of Annual Compensation to OSF HealthCare System and Kenneth Inoue, M.D., for Physician Services at the McLean County Adult Detention Facility – Correctional Health Services	47-52
i)	Request Approval of Second Amendment to Exclusive Preferred Provider Agreement between McLean County and OSF Healthcare System – Correctional Health Services	53-66
j)	Request Approval of Exclusive Preferred Provider Agreement between McLean County And Eastland Medical Plaza SurgiCenter – Correctional Health Services	67-76
k)	Request Approval of Renewal of Contract with McLean County Center for Human Services for The Provision of Mental Health Services for The McLean County Adult Detention Facility – Correctional Health Services	77-82
2)	<u>Property Committee</u>	
a)	Request Approval of 2008 Approved Vendor List for Janitorial and Paper Supplies – Nursing Home	83-86

- b) Request Approval of Agreement for Engineering Design Service for COMLARA County Park with The Farnsworth Group 87-95
- 3) Finance Committee  
a) Request Approval of Class D Raffle License for Central Catholic High School 96-107
- 4) Land Use and Development Committee  
a) Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee for a grant from the McLean County Solid Waste Management Fund in the amount of \$3,925.00 for the Master Gardener Plastic Plant Container Recycling Program administered by the Ecology Action Center 108-109
- F. Chairman's Appointments with the Advice and Consent of the County Board:
- 1) REAPPOINTMENTS:  
**McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL**  
Ms. Ann Harding  
1601 Gregory  
Normal, IL 61761  
(Two-year term to expire on December 31, 2009)
- McLEAN COUNTY HOUSING AUTHORITY**  
Mr. Michael J. Wilson  
3 Cobblestone Court  
Bloomington, IL 61704  
(Five-year term to expire on December 26, 2012)
- McLEAN COUNTY REGIONAL PLANNING COMMISSION**  
Mr. Jay Reece  
408 Covey Court  
Normal, IL 61761  
(Three-year term to expire on November 30, 2010)
- McLEAN COUNTY REGIONAL PLANNING COMMISSION**  
Mr. Shane Rutherford  
6760 North 525 East Rd.  
McLean, IL 61754  
(Three-year term to expire on November 30, 2010)
- 2) APPOINTMENTS:  
None

- 3) RESIGNATIONS  
None

- G. Approval of Resolutions of Congratulations and Commendation
  - 1) Request Approval of a Resolution of Commendation  
And Appreciation for Ms. Michelle Covi, Director of the  
Ecology Action Center

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RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 4, 2007, for a letting held on November 28, 2007, for McLean County Non-MFT Combined Construction Sections and ten (10) Road Districts 2008 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on December 4, 2007,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2008 Non-MFT CONSTRUCTION SECTIONS:

McLean County.....Weston Road (CH 13) – Combined Sections  
05-00130-12-BR (Henning Bridge) & 05-00130-11-BR (Spady Bridge)

The successful bidder on the above section was:

Stark Excavating, Inc, .....\$396,421.04  
1805 W Washington St, Bloomington, IL 61701

2008 MFT MAINTENANCE SECTIONS:

Allin RD .....Sec 08-01000-00-GM.....GR 14

The successful bidder on the above section was:

Towanda Company .....\$6,588.00  
201 W Jackson St, PO Box 230, Towanda, IL 61776

Anchor RD.....Sec 08-02000-00-GM.....GR 14

The successful bidder on the above section was:

Limestone Transit, Inc .....\$9,300.00  
PO Box 80, Fairbury, IL 61739-0080

Bellflower RD .....Sec 08-04000-00-GM.....GR 14

The successful bidder on the above section was:

Limestone Transit, Inc .....\$20,090.00  
PO Box 80, Fairbury, IL 61739-0080

Cropsey RD.....Sec 08-10000-00-GM.....GR 14

The successful bidder on the above section was:

Limestone Transit, Inc .....\$8,435.00  
PO Box 80, Fairbury, IL 61739-0080

Dale RD .....Sec 08-11000-00-GM.....GR 14

The successful bidder on the above section was:

Towanda Company, Inc .....\$12,816.00  
201 W Jackson St, PO Box 230, Towanda, IL 61776

Gridley RD.....Sec 08-18000-00-GM.....GR 14

The successful bidder on the above section was:

Limestone Transit, Inc .....\$18,800.00  
PO Box 80, Fairbury, IL 61739-0080

Hudson RD .....Sec 08-19000-00-GM.....GR 14

The successful bidder on the above section was:

Carri Scharf Materials,.....\$9,600.00  
7 Carri Dr, Bloomington, IL 61704

Martin RD.....Sec 08-22000-00-GM.....GR 14

The successful bidder on the above section was:

Limestone Transit, Inc .....\$17,625.00  
PO Box 80, Fairbury, IL 61739-0080

Normal RD.....Sec 08-25000-00-GM.....GR 14

The successful bidder on the above section was:

Carri Scharf Materials,.....\$6,750.00  
7 Carri Dr, Bloomington, IL 61704

West RD .....Sec 08-29000-00-GM.....GR 14

The successful bidders on the above section were:

Carri Scharf Materials, .....\$5,523.75  
7 Carri Dr, Bloomington, IL 61704

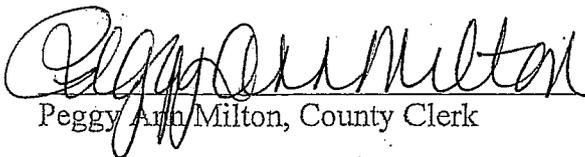
  
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS     ]  
                                  ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 18, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of December A.D., 2007.

[SEAL]

  
Peggy Ann Milton, County Clerk



McLEAN COUNTY HIGHWAY DEPARTMENT  
NOVEMBER 28, 2007

McLEAN COUNTY 08-11000-00-GM GR 14 - DALE R.D. ITEM	DELIVERY F.O.B TOWNSHIP STOCKPILE	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID CHECK		RIVER STONE		STARK		PRAIRIE MATERIALS		TOWANDA CO.			
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Seal Coat Agg CA-15/16	Ton	1,200	TOTAL	\$11.00	\$13,200.00	\$11.40	\$13,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.68	\$12,816.00		
Seal Coat Agg CA-15 or CA-16 (CRUSHED LIMESTONE ONLY)	Ton	1,600	TOTAL	\$11.50	\$18,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.33	\$19,808.00	\$11.75	\$18,800.00		
Seal Coat Agg CA-15 or CA-16 (CRUSHED LIMESTONE ONLY)	Ton	800	TOTAL	\$12.00	\$9,600.00	\$12.40	\$9,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Seal Coat Agg CA-15/16 (CRUSHED LIMESTONE ONLY)	Ton	1,500	TOTAL	\$11.00	\$16,500.00	\$13.55	\$10,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$9,600.00		



MCLEAN COUNTY HIGHWAY DEPARTMENT  
NOVEMBER 28, 2007

ITEM	UNIT	QUANTITY	ENGINEERS ESTIMATE		FREESER INC.		ROWE		STAPIC BID BOND		OTTO BAUM BID BOND		HJ EPPEL	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Earth Excavation	Cu Yd	675.0	\$30.00	\$20,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00	\$16,200.00	\$50.00	\$33,750.00	\$0.00	\$0.00
Porous Granular Embankment	Ton	484.0	\$30.00	\$14,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$7,712.00	\$40.00	\$19,360.00	\$0.00	\$0.00
Geotextural Fabric for Gnd Slb	Sq Yd	255.0	\$8.00	\$2,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$2,550.00	\$3.00	\$774.00	\$0.00	\$0.00
Shielding, Class 2 Special	Acres	0.5	\$7,000.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$2,500.00	\$20,000.00	\$10,000.00	\$0.00	\$0.00
Riprap, Special	Sq Yd	418.0	\$40.00	\$16,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$13,376.00	\$65.00	\$27,170.00	\$0.00	\$0.00
Agg Base Course, Type B	Ton	641.0	\$30.00	\$19,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.00	\$18,785.00	\$55.00	\$35,255.00	\$0.00	\$0.00
Agg Shoulders Type B	Ton	234.0	\$30.00	\$7,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,500.00	\$3,615.00	\$38,500.00	\$11,270.00	\$0.00	\$0.00
Removal of Existing Structures	Each	2.0	\$15,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.10	\$2.20	\$1.25	\$2.50	\$0.00	\$0.00
Rebars (Epoxy Coating)	Pound	54630.0	\$1.10	\$59,983.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$16,200.00	\$4.00	\$218,920.00	\$0.00	\$0.00
Name Plates	Each	180.1	\$900.00	\$162,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$665.00	\$120,000.00	\$85.00	\$15,300.00	\$0.00	\$0.00
Concrete Box Culvert	Cu Yd	288.0	\$750.00	\$216,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$5,184.00	\$21.00	\$6,048.00	\$0.00	\$0.00
SPBGR Type A	Foot	60.0	\$25.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$5,400.00	\$100.00	\$6,000.00	\$0.00	\$0.00
Steel Rail Type S1	Foot	62.0	\$130.00	\$8,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$7,750.00	\$140.00	\$8,680.00	\$0.00	\$0.00
Steel Bridge Rail Type SM	Each	8.0	\$1,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$775.00	\$6,200.00	\$865.00	\$6,920.00	\$0.00	\$0.00
Traffic Barr Terminal, Type 5A	Each	8.0	\$50.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$280.00	\$40.00	\$320.00	\$0.00	\$0.00
Traffic Barr Terminal, Type 1	Each	8.0	\$1,500.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$9,600.00	\$1,350.00	\$10,800.00	\$0.00	\$0.00
Agg Base Course (Special), 6" Depth	Sq Yd	258.0	\$15.00	\$3,870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.50	\$2,709.00	\$27.00	\$6,966.00	\$0.00	\$0.00
Agg Base Course (Special), 12" Depth	Sq Yd	258.0	\$20.00	\$5,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$3,870.00	\$45.28	\$11,682.24	\$0.00	\$0.00
Pipe Culvert, CID, 12" x 15" (PGCSCP)	Foot	70.0	\$40.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.00	\$2,520.00	\$60.00	\$4,200.00	\$0.00	\$0.00
Hot-Mix Asphalt Base Course - 6"	Sq Yd	1056.0	\$70.00	\$73,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.00	\$55,968.00	\$58.32	\$61,235.00	\$0.00	\$0.00
Hot-Mix Asphalt Bind Course, IL-19.0, NS0	Sq Yd	1056.0	\$100.00	\$105,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$10.56	\$0.01	\$10.56	\$0.00	\$0.00
SS (Sp) 5" (PVC)	Foot	30.0	\$360.00	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.30	\$0.30	\$990.00	\$0.00	\$0.00
SS (Sp) 8" (PVC)	Foot	30.0	\$420.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.30	\$0.30	\$990.00	\$0.00	\$0.00
SS (Sp) 10" (PVC)	Foot	30.0	\$180.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.30	\$0.30	\$990.00	\$0.00	\$0.00
Exploration Trench, 52" Depth	Foot	50.0	\$3.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$800.00	\$15.00	\$750.00	\$0.00	\$0.00
Inlet, Type A, Type 8 Grate	Each	1.0	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	\$700.00	\$700.00	\$700.00	\$0.00	\$0.00
Pipe Culvert, CID, 12" x 30" (PGCSCP)	Foot	63.0	\$40.00	\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$3,780.00	\$100.00	\$6,300.00	\$0.00	\$0.00
Resurfaced Depth 4" Dia, 5" Dia, 12" Dia, 15" Dia, 18" Dia, 24" Dia, 30" Dia	Each	1.0	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,075.00	\$2,075.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00
Field Tile Junction Vault, 5" Dia	Each	1.0	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,750.00	\$2,750.00	\$2,550.00	\$2,550.00	\$0.00	\$0.00
Trench Backfill	Cu Yd	65.0	\$40.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$1,300.00	\$28.00	\$1,820.00	\$0.00	\$0.00
TOTAL:			\$468,332.00	\$468,332.00	\$0.00	\$0.00	\$0.00	\$0.00	\$396,414.04	\$396,414.04	\$602,686.88	\$602,686.88	\$0.00	\$0.00
					-100.00%				-15.55%				-100.00%	



**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code  
CH 29 – Towanda Barnes Road**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near Ft Jesse Road near the Northwest Corner of Sec 29, T24N, R3E of the 3<sup>rd</sup> PM

and extending along said route(s) in a(n) Northerly direction to a point near Northtown Road near the Northwest Corner of Sec 17, T24N, R3E of the 3<sup>rd</sup> PM

, a distance of approximately 2 Miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Engineering to Design 5-lane improvements From Ft Jesse Road to Northtown Road and Right-of-Way  
(Describe in general terms)

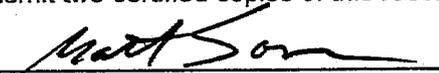
and shall be designated as Section 07-00113-04-FP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract; and  
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Four Hundred Twenty Thousand and 00/100 dollars, ( \$420,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the engineering and Right-of-Way of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

  
Matt Sorensen, Chairman – McLean County Board

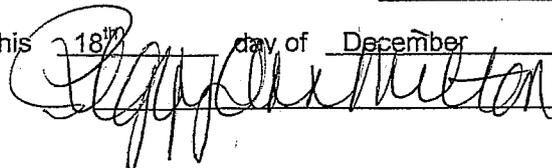
Approved
Date
Department of Transportation
Regional Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular meeting held at Bloomington, Illinois

on December 18, 2007  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 18<sup>th</sup> day of December A.D. 2007  
(SEAL)  County Clerk



RESOLVED, by the County board of McLean County, that \$1,975,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2008 and ending December 31, 2008, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen, McLean County Board Chairman (Date)

Approved

STATE OF ILLINOIS

McLean County, } ss.

I, Peggy Ann Milton County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Date

McLean County, at its monthly

meeting held at Bloomington, IL

on December 18, 2007  
Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington in said County, this 18th day of December A.D. 2007

Regional Engineer

(SEAL) County Clerk.

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

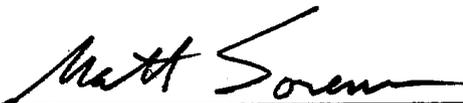
WHEREAS, the County Board of McLean County by resolution dated July 18, 2006, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2006, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$106,689.15 per year for January 1, 2008 through December 31, 2008 and his traveling, instruction and schooling and conference expenses are estimated at \$5,200.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of One Hundred Eleven Thousand Eight Hundred Eighty-Nine Dollars and 15/100 (\$111,889.15) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2008 through December 31, 2008.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Paris, Illinois.

Approved by the County Board on December 18, 2007.

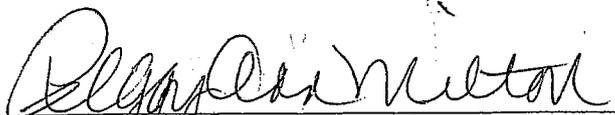
  
\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

STATE OF ILLINOIS     ]  
                                  ] SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid and keeper of records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 18, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of December, A.D. 2007.

[SEAL]

  
\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Scott Schertz, for Schertz Aerial Service, Inc., in case SU-07-13, parcel nos. (20) 09-35-400-008, 010 and 012, is requesting a special use to amend special use case 92-29-S for an airstrip with an accessory building, a loading pad and to be allowed to build a hanger within five years in the Agricultural District; on property which is part of the SE ¼ of Section 35, Township 25N, Range 4E of the 3rd P.M.; and is located Lexington Township immediately northwest of the intersection of 2900 East Road and 2000 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on December 4, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The applicant has been using the site as a remote site for aerial spraying operations for the last 15 years as approved in case 92-29-S. Although buildings to be built within five years were approved on this 40 acre property in case 92-29-S, only a landing strip was established. The property has approximately 2600 feet of frontage on the west side of 2900 East Road, an oil and chip road 16 feet in width. The property is relatively flat and drains to the south and west.

**SURROUNDING ZONING AND LAND USE** - The land is in the Agriculture District and is surrounded by land in the Agriculture District. The land to the east, south and west is in crop production. The land to the north is in crop production in part and on part there is a single family dwelling.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to expand an airstrip that was approved in special use case 92-29-S. The applicant has been landing and taking off from this site since 1992. The applicant is proposing to build a 60' by 72' building that will be used to store bulk agricultural chemical tanks. There will also be an outside 30 by 60 foot concrete loading area adjacent to the building. The applicant is also proposing to build an office, hanger building, and a fuel facility within the next five years. The approximate size of the hanger will be 80 by 100 feet.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant is proposing to locate a building that will be used in conjunction with the airstrip. The surrounding properties that are in crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed building floor plan does not indicate a restroom that would require a septic system. In addition, the applicant will have to obtain approval from the County Health Department before a building permit can be issued for the proposed building.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicant has obtained approval for the road access for the proposed expansion of this use from the Lexington Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to amend special use case 92-29-S for an airstrip with an accessory building, a loading pad and to be allowed to build a hanger within five years in the Agriculture District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Rudolph was absent.

Respectfully submitted this 4<sup>th</sup> day of December 2007, McLean County Zoning Board of Appeals

Jim Finnigan  
Acting Chair

Jim Finnigan, Acting Chair  
Drake Zimmerman  
Marc Judd  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

RESOLUTION

ADOPTING A PRELIMINARY PLAN  
For the Kings Mill Acres Subdivision, File S-07-13

WHEREAS, Rickardo Ramirez and Spencer Vatterrodt have requested approval to amend the preliminary plan for the Kings Mill Acres Subdivision with respect to the surface of the pedestrian trail to allow two inches of Ag-Lime rather than two inches of Hot-Mix as previously approved by the County Board;

WHEREAS, said approved preliminary plan shows 23 residential lots which are in the R-1 Single Family Residence District; and

WHEREAS, Rickardo Ramirez and Spencer Vatterrodt met with staff from the County Highway, Building and Zoning and Parks and Recreation departments regarding this request; and

WHEREAS, staff from the County Highway, Building and Zoning and Parks and Recreation departments recommend approval of the amended preliminary plan and that particular care will need to be taken with respect to drainage design during trail construction; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law where it recommends that all facets of the previously approved preliminary plan for the Kings Mill Acres Subdivision be kept in force except for the surface of the pedestrian trail; and

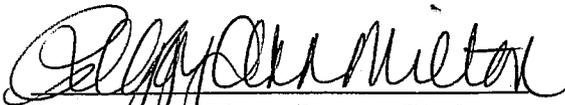
WHEREAS, the Land Use and Development Committee recommends that the proposed amendment of the preliminary plan for Kings Mill Acres Subdivision be approved; now, therefore,

BE IT RESOLVED that the amended preliminary plan for Kings Mill Acres Subdivision, File S-07-13, be and hereby is approved.

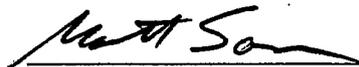
Adopted by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of December 2007

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT  
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-07-13

1. REFERENCE:

- a. Meeting date: December 6, 2007
- b. Subdividers' names: Rickardo Ramirez and Spencer Vatterrodt
- c. Subdivision name: Kings Mill Acres Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately southwest of the intersection of 975 East Road and the Old Peoria Road
- b. Township: Dry Grove Township
- c. Parcel Numbers: 13-34-127-006 & 13-34-251-008
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To amend the preliminary plan for the Kings Mill Acres Subdivision with respect to the surface of the pedestrian trail to allow two inches of Ag-Lime rather than two inches of Hot-Mix as approved. The applicants met with staff from the County Highway, Building and Zoning and Parks and Recreation departments regarding this request. Although this is an extension of the Constitution Trail, there is a segment of the trail between this subdivision and Illinois Route 9 that has not yet been completed. A Hot-Mix surface could be applied at a later date.

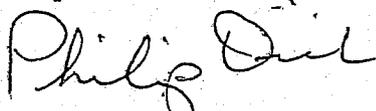
A preliminary plan for the Kings Mill Acres Subdivision with 23 residential lots and two out lots was approved in case S-07-06 by the County Board on May 15, 2007.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: The property is 57 acres in area and the proposed preliminary plan contains 23 residential lots and two out lots.
- b. County Health Department: Recommends approval of the preliminary plan.
- c. County Highway Department: Recommends approval of the preliminary plan if particular care is taken with respect to drainage design during construction.
- d. County Parks and Recreation Department: Recommends approval of the preliminary plan.

Staff recommends approval of the preliminary plan. Staff also recommends that construction traffic in the Kings Mill Acres Subdivision should be restricted from traveling through the Apollo Acres Subdivision as was stipulated in the County Board resolution approved on May 15, 2007.

Respectfully submitted,



Philip Dick, AICP, Director

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private-counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. John L. Wright, Jr.  
709 East Douglas  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

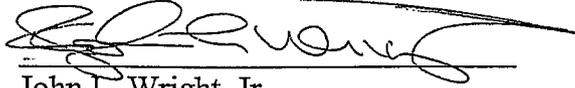
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

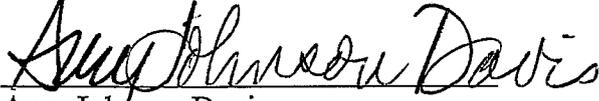
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED: 1



John L. Wright, Jr.  
Attorney at Law



Amy Johnson Davis  
McLean County Public Defender



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Terry W. Dodds is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. Terry W. Dodds shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Terry W. Dodds  
624 North Main Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:



Terry W. Dodds  
Attorney at Law



Amy Johnson Davis  
McLean County Public Defender



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David N. Rumley, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. David N. Rumley is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. David N. Rumley shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. David N. Rumley  
401 W. Elm  
Urbana, IL 61801

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

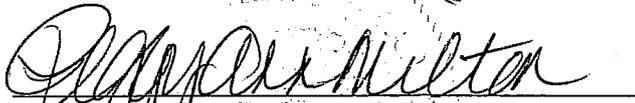
APPROVED:

  
\_\_\_\_\_  
David N. Rumley  
Attorney at Law

  
\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

  
\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,875.00 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked, the Special Public Defender shall receive the \$1,875.00 for each month of the calendar year.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for all payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Alan J. Novick  
306 East Grove Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

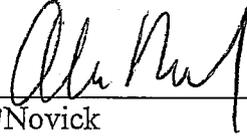
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

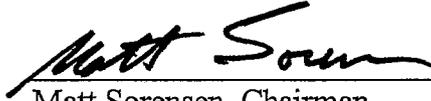
APPROVED:



Alan Novick  
Attorney at Law



Amy Johnson Davis  
McLean County Public Defender



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Keith Davis is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Keith Davis shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions. The Special Public Defender shall keep hourly time records for each Post Conviction and Sexually Violent Persons case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or

relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Keith Davis  
103 N. Main Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:



\_\_\_\_\_  
Keith Davis  
Attorney at Law

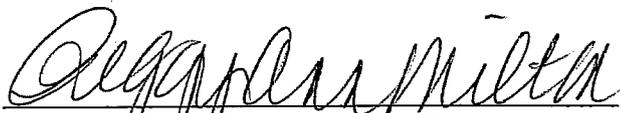


\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender



\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:



\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

Amendment to the Contract  
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 3, 9., Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN....for the period of January 1, 2008 through December 31, 2008 shall be \$ 13, 017 per year payable on a monthly basis. All other terms and conditions of the 3-year agreement shall remain in effect.

APPROVED by the McLean County Board this 18th day of December 2007

HOSPITAL

OSF HEALTHCARE SYSTEM, d/b/a  
St. Joseph Medical Center, Bloomington,  
Illinois

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

MCLEAN COUNTY

By: \_\_\_\_\_  
MATT SORENSEN, CHAIRMAN

ATTEST:

By: \_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

**CONTRACT**  
**McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 19th day of December, 2006 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to juveniles detained at the McLean County Juvenile Detention Facility; and,

WHEREAS, HOSPITAL employs MCJDC PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCJDC PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCJDC PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$12,516.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2007 and terminate on December 31, 2009 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCJDC PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the

HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC Physician.

This provision does not apply to arranging for medical coverage during absences.

7. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Director of Court Services upon thirty days written notice.
  - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
13. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
14. It is understood that the terms of this Agreement include all The agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 19th day of December, 2006.

HOSPITAL

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

By: Sister J. Ann Dewa O.S.F.  
Chairperson

ATTEST:

By: Sister Theresa Ann Bergan O.S.F.  
Secretary

COUNTY:

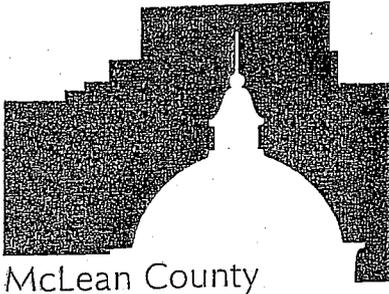
COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: Michael F. Sweeney  
Michael F. Sweeney, Chairman  
McLean County Board

Peggy Ann Milton  
Peggy Ann Milton, Clerk of the  
McLean County Board of McLean  
County, Illinois

Contract-OSF Physician 2006.doc (cjw)



McLean County

JUVENILE DETENTION CENTER  
903 North Main Street, Normal, IL 61761

(309) 888-5550

FAX (309) 888-5568  
FAX (309) 888-5554

## Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC by DG*

Date: November 27, 2007

Re: Contract for Physician

---

I have attached for your review a proposed 2008 physician contract amendment between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is a three (3) year contract, with 2008 being the second year of the contract. The 2008 contract amendment indicates a 4% increase. This increase is consistent with the contract at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2008.

I will be present at the Justice Committee meeting to answer any questions you may have.

Attachment

## CONTRACT FOR COUNSELING SERVICES

### WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 18th day of December, 2007, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2008, through December 31, 2008, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
  - I. In-House services
    1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
    2. Assess and evaluate these youth as needed and requested.
    3. Provide crisis intervention and/or brief therapy as needed.
    4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
    5. Evaluate the need for psychotropic medication.
    6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
    7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

## II. 24-hour Crisis Calls

### A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

### B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

## III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$27,510 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

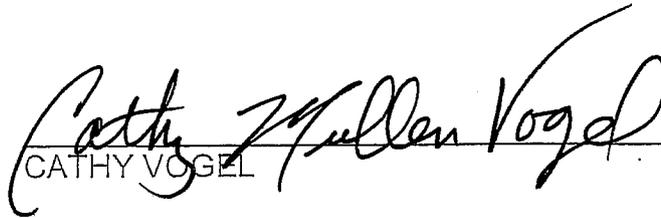
- a. Crisis call screening and assessment response \$ 87.22 hr.
  - b. Scheduled In-house individual counseling \$ 48.44 hr.
  - c. Scheduled group counseling \$ 74.28 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
  - b. At the request of the BOARD upon thirty days written notice; or,
  - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.



ROXANNE CASTLEMAN  
MCLEAN COUNTY JUVENILE DETENTION CENTER



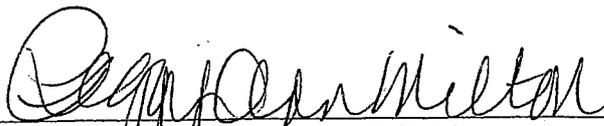
CATHY VOGEL

MCLEAN COUNTY BOARD

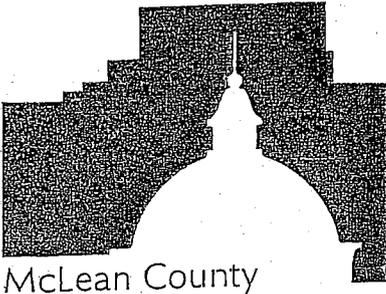
By 

MATT SORENSEN, CHAIRMAN

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois



McLean County

JUVENILE DETENTION CENTER  
903 North Main Street, Normal, IL 61761 (309) 888-5550

FAX (309) 888-5568  
FAX (309) 888-5554

## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RKC by DK.*  
Date: November 27, 2007  
Re: Mental Health Contract at the Juvenile Detention Center

---

I have attached for your review a proposed 2008 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2008. The total services provided will not exceed \$27,510.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2008.

I will be present at the Justice Committee meeting to answer any questions you may have.

Attachment

**CONTRACT**  
**McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 18<sup>th</sup> day of December, 2007 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2007 through December 31, 2007), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$50,076.00 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2008 through December 31, 2008) provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$52,100.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2007 and terminate on December 31, 2008 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.

5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
  - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
11. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
12. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
13. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 18<sup>th</sup> of December, 2007.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: \_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board of McLean  
County, Illinois

APPROVED:

\_\_\_\_\_  
Michael Emery  
McLean County Sheriff



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE: NOVEMBER 26, 2007  
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE  
COMMITTEE  
FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES *JAN*

TOPIC: RECOMMENDATION FOR ANNUAL COMPENSATION TO OSF  
HEALTHCARE SYSTEM AND KENNETH IONUE, M.D., FOR  
PHYSICIAN SERVICES AT THE MCLEAN COUNTY ADULT DETENTION  
FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility is in effect from January 1, 2007 through December 31, 2008. However, the annual compensation is subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectively recommend that the rate of compensation for the 2008 contract year be increased by 4% from \$50,076.00 to \$52,079.00, effective January 1, 2008. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved fiscal year 2008 budget for the McLean County Adult Detention Facility Physician.

Dr. Inoue continues to provide on site medical services to the inmate population three days per week, and OSF HealthCare System provides on-call coverage through Dr. Inoue and other physicians in the OSF Medical Group.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

SECOND AMENDMENT  
to  
Exclusive Preferred Provider Agreement  
between  
OSF Healthcare System d/b/a  
St. Joseph Medical Center  
Saint Francis Medical Center Reference Laboratory  
  
and  
McLean County

THIS SECOND AMENDMENT TO EXCLUSIVE PREFERRED PROVIDER AGREEMENT (SECOND AMENDMENT) is entered into on the last date written below, by and between OSF HEALTHCARE SYSTEM, an Illinois not-for-profit Corporation, having its Corporate Offices in Peoria, Illinois, d/b/a St. Joseph Medical Center and Saint Francis Medical Center Reference Laboratory (hereinafter collectively referred to as "OSFHS" or "Provider"), and County of McLean, a Body Politic and Corporate (hereinafter referred to as "PAYOR").

**RECITALS:**

Whereas, PROVIDER and PAYOR previously executed a Exclusive Preferred Provider Agreement which had an effective date of July 1, 1997 (AGREEMENT), and subsequently amended on July 1, 1997, (FIRST AMENDMENT); and

Whereas, PROVIDER and PAYOR desire to enter into this First Amendment wherein the Agreement shall be modified as set forth below:

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, the parties hereto agree as follows pursuant to Section 12.2:

1. All references Saint Francis, Inc. d/b/a Eastland Medical Plaza SurgiCenter shall be removed due to new ownership.
2. Article 12.9, Legal Compliance, shall be replaced as follows:

PAYOR and PROVIDER agree that all Federal (i.e., HIPAA, etc.), State and Local laws and regulations, which affect the legality of this Agreement, shall be followed during the term of this Agreement.

3. Exhibit A shall be replaced in its entirety.

All other terms and conditions of the Agreement remain the same and continue in full force and effect as of July 1, 1997, and amended on July 1, 1997, except as set forth in this Second Amendment, effective January 1, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple originals on the last date written below.

**PROVIDER:**

OSF HealthCare System,  
an Illinois not-for-profit Corporation,  
owner and operator of  
St. Joseph Medical Center  
Saint Francis Medical Center Reference Laboratory

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**PAYOR:**

County of McLean  
a Body Politic and Corporate

By: \_\_\_\_\_

Chairman, McLean County Board

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

County Board of McLean County,  
Illinois

**EXHIBIT A**  
**Reimbursement**

**OSF HealthCare System, D/B/A**  
**St. Joseph Medical Center – Bloomington**

**St. Joseph Medical Center – Bloomington**

Inpatient, Outpatient, Emergency Department  
Charges  
(Includes associated ancillary services)

25% Discount off Billed

**OSF Saint Francis Medical Center Reference Lab**

Per Fee Schedule

Services and supplies as follows:

- Specimen Pickup (Monday-Saturday) one time daily
- Faxed Results
- Centrifuge for Sample Preparation
- Inservice on Preparation of Samples
- Reference Materials
- Specimen Collection Supplies

## EXCLUSIVE PREFERRED PROVIDER AGREEMENT

McLean County  
and  
OSF HealthCare System, Inc.

### 1. INTRODUCTION

This Exclusive Preferred Provider Agreement is made by and between McLean County, hereinafter referred to as PAYOR, and OSF HealthCare System, hereinafter referred to as "OSFHS" or "PROVIDER." PAYOR is the corporate entity responsible for administration of McLean County Detention Facility. OSFHS is the corporate entity responsible for the delivery of healthcare services through the following facilities: (1) St. Joseph Medical Center in Bloomington, (2) Saint Francis Medical Center Reference Laboratory in Peoria, and (3) Saint Francis, Inc. d/b/a Eastland Medical Plaza SurgiCenter in Bloomington. This Agreement is effective as of July 1, 1997.

### I. DEFINITIONS.

- 1.1 "MEDICALLY NECESSARY" or "MEDICAL NECESSITY" means services or supplies which under the terms and conditions of this Agreement, are determined to be the following:
- a. Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of the MEMBER.
  - b. Provided for the diagnosis or direct care and treatment of the medical condition.
  - c. Within standards of good medical practice within the medical community.
  - d. Not primarily for the convenience of the MEMBER, the MEMBER's physician or another provider.
  - e. The most appropriate supply or level of service or supplies which can safely be provided.
- 1.2 "MEMBER" means individuals who are in the custody of the Sheriff of McLean County and currently incarcerated in the McLean County Detention Facility.
- 1.3 "NON-PREFERRED PROVIDER" means any health care provider located within the PREFERRED PROVIDER AREA not included as part of this AGREEMENT which offers the same types of medical services to patients as those defined herein as PROVIDER SERVICES.

- 1.4 "PAYOR" means the above named entity which is presently involved in providing health care services to MEMBERS in the McLean County Detention Facility.
- 1.5 "PLAN" means a health benefits plan sponsored or insured by PAYOR which encourages or requires MEMBERS to use PROVIDER in order to receive maximum benefits.
- 1.6 "PROVIDER SERVICES" - means those inpatient (including ancillary services), outpatient and emergency services (when a patient is seen in PROVIDER'S Emergency Department) which are: (i) Offered at the designated PROVIDER facility on the effective date of this AGREEMENT, as set forth in Section 11.1; (ii) MEDICALLY NECESSARY; and (iii) Provided to MEMBERS pursuant to PAYOR'S contractual legal responsibility. Notwithstanding anything to the contrary contained herein, all services provided hereunder shall be provided in compliance with the "Ethical and Religious Directives for Catholic Health Care Facilities," as interpreted and applied by OSFHS. Furthermore, it is specifically understood by the parties hereto that sterilizations and abortions are not included within the definition of PROVIDER SERVICES and will not be performed under or as a part of this AGREEMENT. PROVIDER SERVICES shall also not include physician services rendered to MEMBERS hereunder.
- 1.7 "PREFERRED PROVIDER AREA" means the geographic area of McLean County, Illinois.

## II. RELATIONSHIP BETWEEN PROVIDER AND PAYOR.

- 2.1 Independent Entities. PAYOR and PROVIDER are independent entities. Nothing in this AGREEMENT shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this AGREEMENT.
- 2.2 Exclusivity. The parties agree and understand that this AGREEMENT is an exclusive provider arrangement for PROVIDER SERVICES provided to MEMBERS who utilize PROVIDER. PAYOR may not enter into a similar arrangement with any other person or entity located within the PREFERRED PROVIDER AREA. However, PROVIDER may enter into similar arrangements with other persons or entities.

In the event a MEMBER has existing available coverage through another provider in the service area, and that coverage is deemed to be the primary coverage consequently causing the coverage provided through this Agreement to be secondary, or not applicable, the terms, conditions, and rates of this Agreement do NOT apply.

- 2.3 Obligations. Neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as herein provided.

- 2.4 Third Party Liability. Neither PROVIDER nor PAYOR, nor any of their respective agents or members, shall be liable to third parties for any act or omission of the other party, except as herein provided.
- 2.5 Insurance. Each party shall maintain reasonable and appropriate levels of liability insurance, (through a policy or a self-insurance fund) on behalf of itself, its directors, officers, members, agents, assigns, and representatives. Each party shall notify in writing the other party thirty (30) days prior to the expiration, termination or modification of such insurance.

### III. PROVIDER DUTIES AND RESPONSIBILITIES.

- 3.1 Services. PROVIDER shall provide to MEMBERS, and receive compensation therefor, those PROVIDER SERVICES set forth in Section 1.6 which are ordered by a physician having appropriate privileges at PROVIDER. Discounts given to PAYOR or amounts paid to PROVIDER hereunder for medical services shall not include physician services.
- 3.2 Discontinuation. PROVIDER may discontinue any particular treatment modality provided it is discontinued for all patients requiring such treatment modality. PROVIDER shall notify PAYOR thirty (30) days prior to the discontinuation of any treatment modality. Such discontinuation shall not affect the discount set forth in this AGREEMENT.
- 3.3 Licensure. PROVIDER agrees that all physicians and/or health care personnel providing PROVIDER SERVICES to MEMBERS at its facilities shall be duly licensed or certified in accordance with all federal, Illinois, and local requirements. PROVIDER further agrees that any Physician who renders PROVIDER SERVICES to MEMBERS at PROVIDER shall be a member in good standing of the Professional Staff of OSF St. Joseph Medical Center and/or Eastland Medical Plaza SurgiCenter pursuant to the Professional Staff Bylaws and physician credentialing procedure.
- 3.4 Transfers. PROVIDER reserves the right to remove or transfer any MEMBER from PROVIDER'S premises in accordance with and pursuant to established PROVIDER'S policy regarding the removal or transfer of patients. PROVIDER shall provide PAYOR in writing, the reason for any request to remove or transfer any MEMBER from PROVIDER'S premises and/or refuse to admit such MEMBER in the future. Such refusal shall not be based on the amount, variety or cost of PROVIDER SERVICES required by MEMBER.

### IV. PAYOR DUTIES AND RESPONSIBILITIES.

- 4.1 Plan Description. Upon request from PROVIDER, PAYOR agrees to provide written documentation outlining PROVIDER SERVICES which MEMBERS are entitled to through PAYOR.

- 4.2 Billing Procedures. PAYOR agrees to pay its MEMBER'S bills for PROVIDER SERVICES at the compensation rate specified in this AGREEMENT, within sixty (60) days after such bills are received by PAYOR, or make adequate arrangements agreeable to PROVIDER within such sixty (60) days to extend that time period. In the event of overpayment, refunds requested by any PAYOR must occur within six (6) months from payment by such PAYOR. All refund requests must be accompanied by a written explanation. PAYOR shall abide by the audit policy program that has been or will be established by PROVIDER.

## V. COMPENSATION AND BILLING.

- 5.1 Billing. PROVIDER shall provide PAYOR with all bills, charges and demands for payment for PROVIDER SERVICES provided to MEMBERS on a monthly basis. Individual monthly statements per PROVIDER facility will include the information detailed below.
- OSF St. Joseph Medical Center: monthly bill identifying patient, date of service, itemized charges, total per patient, and total for the month.
  - OSF Saint Francis Medical Center Reference Laboratory: Monthly bill identifying patient, date of service, CPT Code, fee per contracted Fee Schedule, and total for the month.
  - Eastland Medical Plaza SurgiCenter: Summary Page with Total Charges for the month attached to individual UB92 claim forms featuring ICD9 Procedure and Diagnosis Code per patient.

PROVIDER shall comply with all reasonable written requests by PAYOR for additional documentation regarding the provision of PROVIDER SERVICES to MEMBERS

PAYOR will provide any third party payor information to PROVIDER, so that any precertification or preauthorization programs required by the payor may be followed. PAYOR will be responsible for services rendered only if no other payment source exists.

- 5.2 Discount. The current charges of PROVIDER, as amended from time to time, shall be the basis for all discounts which are granted to PAYOR. Except as set forth below, the discount rate granted shall be as listed in Exhibit A. Such discounts shall only apply when PAYOR has primary coverage responsibilities.
- 5.3 Payment. Such full payment which is received by PROVIDER at the applicable rate as set forth in Exhibit A shall be considered full payment for PROVIDER SERVICES rendered to MEMBERS pursuant to this AGREEMENT.
- 5.4 Late Payment. In the event PAYOR does not pay PROVIDER bills within sixty (60) days from the date of billing, PROVIDER may rescind the discount set forth in Section 5.3. This rescission of discount shall apply only to the PROVIDER bills which are not paid in a timely manner pursuant to Section 4.2. The provisions of this paragraph relate only to undisputed bills. Disputed bills, when resolved, shall be entitled to a full discount if paid within one hundred twenty (120) days.

5.5 Continued Coverage. In the event this AGREEMENT is terminated, for any reason, PAYOR shall pay PROVIDER for continued PROVIDER SERVICES rendered to MEMBERS pursuant to Section 5.6. In addition, if PROVIDER is authorized by PAYOR or its designee to provide services to a MEMBER, PAYOR will pay for such services if such authorization was incorrectly provided by PAYOR or their agent.

5.6 Continuation of Services In the event this AGREEMENT is terminated or expires, PROVIDER shall continue to provide PROVIDER SERVICES to MEMBERS who are inpatients of PROVIDER on the date of expiration or termination until such MEMBERS are discharged. PAYOR agrees to compensate PROVIDER for such services pursuant to Articles IV and V.

## VI. MEMBERS' RIGHTS.

6.1 Amend Rights. PROVIDER and PAYOR reserve the right to amend or terminate this Agreement without notice to, or the consent of, the MEMBERS.

6.2 Third Parties. This AGREEMENT is not a third-party beneficiary contract and shall not in any respect whatsoever increase the rights of the MEMBERS, or any other third-party, with respect to PAYOR or the duties of PAYOR to the MEMBERS or create any rights or remedies on behalf of the MEMBERS against PROVIDER.

6.3 Limitations. The rights of MEMBERS and the duties and obligations of PAYOR and PROVIDER shall be subject to the following limitations: (i) In the event of any major disaster or epidemic, PROVIDER shall arrange PROVIDER SERVICES insofar as is practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available; and (ii) In the event of a labor dispute, interruption in supply, or all other causes beyond the control of PROVIDER which could interfere with its ability to provide PROVIDER SERVICES according to the terms and conditions contained herein, PROVIDER shall arrange for the provision of PROVIDER SERVICES insofar as practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available.

## VII. RECORDS.

7.1 Medical Records. PROVIDER shall prepare and maintain all necessary and appropriate records, including documentation of the PROVIDER SERVICES provided to MEMBERS.

7.2 Confidentiality. Subject to applicable laws relating to privacy and confidentiality requirements, PROVIDER shall use their best efforts to maintain the MEMBER's medical and other records and financial information and to prevent the unauthorized disclosure of records and other data required to be prepared and/or maintained under this AGREEMENT. Upon request, PAYOR will be allowed access to the MEMBER's medical and other records and financial information for review within legal parameters placed on PROVIDER.

### VIII. MARKETING, PUBLICITY AND CONFIDENTIALITY.

8.1 Confidential. PAYOR and PROVIDER agree that the terms and conditions of Article V shall be maintained in the strictest confidence and that its contents will be disclosed only to those: (i) Personnel directly associated with the administration of this AGREEMENT and the fulfillment of its terms; (ii) Who may by virtue of their positions with the respective parties have legitimate

business reasons to be knowledgeable concerning its provisions; (iii) Approved in writing by PROVIDER. In no event shall the terms and conditions of Article V be directly or indirectly advertised to the public or to the media by either party.

8.2 Use of Names. PAYOR shall have the right to use the name of PROVIDER for the purpose of informing MEMBERS of the identity of PROVIDER and otherwise to carry out the terms of this AGREEMENT. PROVIDER shall have the right to review in advance and approve such use.

8.3 Control. PAYOR and PROVIDER reserve the right to and the control of the use of their respective names, symbols, trademarks or service marks presently existing or later established. In addition, neither PAYOR nor PROVIDER shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the written consent of that party, and shall cease any such usage immediately upon written notice of the party or upon termination of this AGREEMENT, whichever is sooner.

### IX. DISPUTE RESOLUTIONS.

9.1 PROVIDER and PAYOR hereby agree to meet and confer in good faith to resolve any problem or dispute that may arise under this AGREEMENT.

### X. UTILIZATION REVIEW.

10.1 PROVIDER Participation. PROVIDER agrees to participate in a utilization review program as mutually agreed upon by PROVIDER and PAYOR. PAYOR shall bear the cost of such utilization review program.

10.2 Retrospective Denial of Payment. PAYOR shall not retrospectively deny payment based upon retrospective utilization review of MEDICAL NECESSITY determinations when PROVIDER has complied with the utilization review mechanisms.

10.3 External Review Policy. PAYOR or its designated utilization review organization will comply with the external review policies established by PROVIDER.

## XI. TERM AND TERMINATION.

- 11.1 Term. This AGREEMENT shall become effective as of July 1, 1997, and shall continue in effect for one (1) year from such date, and shall expire on July 1, 1998, and shall automatically renew under like terms and conditions thereafter for successive terms of one (1) year each unless either party gives notice to the other of intent not to renew at least thirty (30) days prior to the end of the then current term.
- 11.2 Termination. This AGREEMENT may be terminated on the first to occur of any of the following:
- a. ~~Written~~ agreement by both parties to terminate this AGREEMENT.
  - b. Noncompliance by PAYOR with Section 4.2 or Article V of this AGREEMENT.
  - c. Excluding acts or events which may lead to termination pursuant to Section 11.2(b), in the event of the breach of any of the terms or conditions of this AGREEMENT by either party and the failure of the breaching party to correct such breach within thirty (30) days after receipt of written notice of such breach by the breaching party, such other party may terminate the AGREEMENT immediately with written notice of such termination to the breaching party.
- 11.3 Force Majeure. If either party is prevented from performing its obligations under this AGREEMENT, by strikes or other labor disputes, official or unofficial, fire, war, or flood, each party's rights and obligations hereunder shall cease with written notice of such cessation to the other party.

## XII. MISCELLANEOUS PROVISIONS.

- 12.1 Assignment. This AGREEMENT and all rights and benefits hereunder are personal to PAYOR and PROVIDER, and neither this AGREEMENT nor any right or interest of PAYOR or PROVIDER herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other party, and any attempt at assignment shall be void. However, PROVIDER may assign this AGREEMENT to an affiliate, commonly owned, or subsidiary corporation.
- 12.2 Changes or Modifications. No change or modifications of this AGREEMENT shall be valid unless the same shall be in writing signed by PROVIDER and by PAYOR. No waiver of any provision of the AGREEMENT shall be valid unless in writing and signed by the person or party against whom charged.
- 12.3 Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT between the parties and contains all of the mutual promises between the parties with respect to the subject matter hereof. No oral statements or prior written material not incorporated herein shall be of any force and effect. PAYOR and PROVIDER acknowledge that in entering into and executing this AGREEMENT, they have relied solely upon the representations and mutual promises contained in this AGREEMENT. This AGREEMENT supersedes any and all other agreements, either written or oral, between the parties hereto, with respect to the subject matter hereof.

- 12.4 Notices. All notices must be in writing and delivered either personally or sent by mail with postage prepaid. If mailed, such notice shall be deemed to be delivered when deposited in the United State Mail addressed to the PROVIDER or PAYOR at the addresses as they appear on the signature sheet.
- 12.5 Governing Law. This AGREEMENT shall be construed and governed by the laws of the State of Illinois. The parties agree that McLean County, Illinois is the sole and exclusive venue for any legal proceeding arising out of this AGREEMENT.
- 12.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 12.7 Waiver of Breach. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 12.8 Headings. The Section titles and other headings contained in AGREEMENT are for reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT.
- 12.9 Legal Compliance. PAYOR and PROVIDER agree to abide by and comply with Federal, State, and Local regulations which affect the legality of this AGREEMENT.

**EXHIBIT A**  
Reimbursement

OSF HealthCare System, D/B/A  
OSF St. Joseph Medical Center - Bloomington  
OSF Saint Francis Medical Center Reference Laboratory - Peoria  
and  
Saint Francis, Inc., D/B/A  
Eastland Medical Plaza SurgiCenter

**OSF St. Joseph Medical Center - Bloomington**

Inpatient, Outpatient, Emergency Department  
(Includes associated ancillary services)

20% off charges\*

\*Annual increase to be equal to the *lesser* of the medical component of the Customer Price Index (CPI) OR OSF St. Joseph Medical Center's percentage rate increase. Increase to be effective on the anniversary date of the contract. The method of calculation to determine increases will be applied on an aggregate basis over the duration of the contract.

**OSF Saint Francis Medical Center Reference Lab**

Per Fee Schedule

(Fee Schedule included in McLean County Detention Facility Proposal, May, 1996)

Services and supplies as follows:

- Specimen Pickup (Monday-Saturday) one time daily
- Remote Result Printer/Phone Line
- Centrifuge for Sample Preparation
- Inservice on Preparation of Samples
- Reference Materials
- Specimen Collection Supplies

**Saint Francis, Inc.**

**D/B/A Eastland Medical Plaza SurgiCenter**

Outpatient rate  
(Includes associated ancillary services)

10% off charges\*\*

Excludes: Home Health, FME, DME services which may be negotiated separately.

\*\*Discounts off billed charges as may be amended from time-to-time

SIGNATURES

OSF HealthCare System

an Illinois not-for-profit corporation, Corporation owner and operator of:  
OSF St. Joseph Medical Center, Bloomington, IL  
OSF Saint Francis Medical Center Reference Laboratory, Peoria, IL

Dated: 12/15/97

By: Sister Mary Ellen Flannery, O.S.F.  
SIGNATURE

By: Sister Mary Ellen Flannery, O.S.F.  
PRINTED NAME  
Chairperson of the Board

Saint Francis, Inc.

Dated: 12/15/97

By: Sister Frances Marie Masching, O.S.F.  
SIGNATURE

By: Sister Frances Marie Masching, O.S.F.  
PRINTED NAME  
Chairperson of the Board

Address: OSF HealthCare System, Inc.  
800 N. E. Glen Oak Avenue  
Peoria, IL 61603-3200

County of McLean

a Body Politic and Corporate

Dated: August 19, 1997

By: [Signature]  
SIGNATURE

By: Gary C. Riss  
PRINTED NAME  
Chairman, McLean County Board

ATTEST:

By: [Signature]  
Jeanette Barrett, Clerk of  
the McLean County Board of  
McLean County, Illinois

Address: McLean County  
P.O. Box 2400  
Bloomington, IL 61702-2400



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	NOVEMBER 26, 2007
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR APPROVAL OF A SECOND AMENDMENT TO THE EXCLUSIVE PREFERRED PROVIDER AGREEMENT BETWEEN OSF HEALTHCARE SYSTEM AND MCLEAN COUNTY

The Exclusive Preferred Provider Agreement between OSF Healthcare System and McLean County has been in effect since 1997 and provides McLean County with a discount for services rendered to individuals who are referred to OSF Healthcare System while they are in the physical custody of the Sheriff of McLean County.

At this time, we respectively recommend approval of an amendment to the Exclusive Preferred Provider Agreement between OSF Healthcare System and McLean County. This amendment removes Eastland Medical Plaza SurgiCenter from the original Agreement, expands language regarding HIPPA compliance, and increases the discount from 20% to 25% for services provided by OSF Healthcare System to McLean County. There are no other additions/deletions in the language of the Agreement and services provided will remain the same.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

## EXCLUSIVE PREFERRED PROVIDER AGREEMENT

McLean County  
and  
Eastland Medical Plaza SurgiCenter

### INTRODUCTION

This Exclusive Preferred Provider Agreement is made by and between McLean County, hereinafter referred to as PAYOR, and Eastland Medical Plaza SurgiCenter, herein after referred to as "SURGICENTER" or "PROVIDER." PAYOR is the corporate entity responsible for administration of McLean County Detention Facility.

### I. DEFINITIONS

- 1.1. "MEDICALLY NECESSARY" OR "MEDICAL NECESSITY" means services or supplies which under the terms and conditions of this Agreement, are determined to be the following:
- Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of the MEMBER.
  - Provider for the diagnosis or direct care and treatment of the medical condition.
  - Within standards of good medical practice within the medical community.
  - Not primarily for the convenience of the MEMBER, the MEMBER's physician or another provider.
  - The most appropriate supply or level of service or supplies which can safely be provided.
- 1.2. "MEMBER" means individuals who are in the custody of the Sheriff of McLean County and currently incarcerated in the McLean County Detention Facility.
- 1.3. "NON-PREFERRED PROVIDER" means any healthcare provider located within the PREFERRED PROVIDER AREA not included as part of this AGREEMENT which offers the same types of medical services to patients as those defined herein as PROVIDER SERVICES.
- 1.4. "PAYOR" means the above named entity which is presently involved in providing health care services to MEMBERS in the McLean County Detention Facility.
- 1.5. "PLAN" means a health benefits plan sponsored or insured by PAYOR which encourages or requires MEMBERS to use PROVIDER in order to receive maximum benefits.
- 1.6. "PROVIDER SERVICES" – means those outpatient services which are offered at the designated PROVIDER facility on the effective date of this agreement as set forth in section 11.1, are medically necessary, and are provided to MEMBERS pursuant to PAYOR'S contractual legal responsibility. Furthermore it is specifically understood by the parties

hereto that sterilizations and abortions are not included within the definition of PROVIDER SERVICES and will not be performed under or as part of this AGREEMENT in compliance with "Ethical and Religious Directives for Catholic Health Care Facilities." PROVIDER SERVICES shall also not include physician services rendered to MEMBERS hereunder.

- 1.7. "PREFERRED PROVIDER AREA" means the geographic area of McLean County, Illinois.

## II. RELATIONSHIP BETWEEN PROVIDER AND PAYOR

- 2.1. Independent Entities. PAYOR and PROVIDER are independent entities. Nothing in this AGREEMENT shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this AGREEMENT.

- 2.2. Exclusivity. The parties agree and understand that this AGREEMENT is an exclusive provider arrangement for PROVIDER SERVICES provided to MEMBERS who utilize PROVIDER. PAYOR may not enter into a similar arrangement with any other person or entity located within the PREFERRED PROVIDER AREA. However, PROVIDER may enter into similar arrangements with other persons or entities.

In the event a MEMBER has existing available coverage through another provider in the services area, and that coverage is deemed to be the primary coverage consequently causing the coverage provided through this AGREEMENT to be secondary, or not applicable, the terms, conditions, and rates of this AGREEMENT do NOT apply.

- 2.3. Obligations. Neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as herein provided.
- 2.4. Third Party Liability. Neither PROVIDER nor PAYOR, nor any of their respective agents or members, shall be liable to third parties for any act or omission of the other party, except as herein provided.
- 2.5. Insurance. Each party shall maintain reasonable and appropriate levels of liability insurance, (through a policy or a self-insurance fund) on behalf of itself, its directors, officers, members, agents, assigns, and representatives. Each party shall notify in writing the other party thirty (30) days prior to the expiration, termination or modification of such insurance.

## III. PROVIDER DUTIES AND RESPONSIBILITIES

- 3.1. Services. PROVIDER shall provide to MEMBERS, and receive compensation therefore, those PROVIDER SERVICES set forth in Section 1.6 which are ordered by a physician having appropriate privileges at PROVIDER. Discounts given to PAYOR or amounts paid to PROVIDER hereunder for medical services shall not include physician services.

- 3.2. Discontinuation. PROVIDER may discontinue any particular treatment modality provided it is discontinued for all patients requiring such treatment modality. PROVIDER shall notify PAYOR thirty (30) days prior to the discontinuation of any treatment modality. Such discontinuation shall not affect the discount set forth in this AGREEMENT.
- 3.3. Licensure. PROVIDER agrees that all physicians and/or health care personnel providing PROVIDER SERVICES to MEMBERS at its facilities shall be duly licensed or certified in accordance with all federal, Illinois, and local requirements. PROVIDER further agrees that any Physician who renders PROVIDER SERVICES to MEMBERS at PROVIDER shall be a member in good standing of the Professional Staff of Eastland Medical Plaza SurgiCenter pursuant to the Professional Staff Bylaws and physician credentialing procedure.
- 3.4. Transfers. PROVIDER reserves the right to remove or transfer any MEMBER from PROVIDER'S premises in accordance with and pursuant to established PROVIDER'S policy regarding the removal or transfer of patients. PROVIDER shall provide PAYOR in writing, the reason for any request to remove or transfer any MEMBER from PROVIDER'S premises and/or refuse to admit such MEMBER in the future. Such refusal shall not be based on the amount, variety or cost of PROVIDER SERVICES required by MEMBER.

#### IV. PAYOR DUTIES AND RESPONSIBILITIES

- 4.1. Plan Description. Upon request from PROVIDER, PAYOR agrees to provide written documentation outlining PROVIDER SERVICES which MEMBERS are entitled to through PAYOR.
- 4.2. Billing Procedures. PAYOR agrees to pay its MEMBER'S bills for PROVIDER SERVICES at the compensation rate specified in this AGREEMENT, within sixty (60) days after such bills are received by PAYOR, or make adequate arrangements agreeable to PROVIDER within sixty (60) days to extend that time period. In the event of overpayment, refunds requested by any PAYOR must occur within six (6) months from payment by such PAYOR. All refund requests must be accompanied by a written explanation. PAYOR shall abide by the audit policy program that has been or will be established by PROVIDER.

#### V. COMPENSATION AND BILLING

- 5.1. Billing. PROVIDER shall provide PAYOR with all bills, charges and demands for payment for PROVIDER SERVICES provided to MEMBERS on a monthly basis. Individual monthly statements per PROVIDER facility will include the information detailed below.
- Summary Page with Total Charges for the month attached to individual UB92 claim forms featuring ICD9 Procedure and Diagnosis Code per patient.
- 5.2. Discount. The current charges of PROVIDER, as amended from time to time, shall be the basis for all discounts which are granted to PAYOR. Except as set forth below, the discount

rate granted shall be as listed in Exhibit A. Such discounts shall only apply when PAYOR has primary coverage responsibilities.

- 5.3. Payment. Such full payment which is received by PROVIDER at the applicable rate as set forth in Exhibit A shall be considered full payment for PROVIDER SERVICES rendered to MEMBERS pursuant to this AGREEMENT.
- 5.4. Late Payment. In the event PAYOR does not pay PROVIDER bills within sixty (60) days from the date of billing, PROVIDER may rescind the discount set forth in Section 5.3. This rescission of discount shall apply only to the PROVIDER bills which are not paid in a timely manner pursuant to Section 4.2. The provisions of this paragraph relate only to undisputed bills. Disputed bills, when resolved, shall be entitled to a full discount if paid within one hundred twenty (120) days.
- 5.5. Continued Coverage. In the event this AGREEMENT is terminated, for any reason, PAYOR shall pay PROVIDER for continued PROVIDER SERVICES rendered to MEMBERS pursuant to Section 5.6. In addition, if PROVIDER is authorized by PAYOR or its designee to provide services to a MEMBER, PAYOR will pay for such services if such authorization was incorrectly provided by PAYOR or their agent.

## VI. MEMBERS' RIGHTS

- 6.1. Amend Rights. PROVIDER and PAYOR reserve the right to amend or terminate this AGREEMENT without notice to, or the consent of, the MEMBERS.
- 6.2. Third Parties. This AGREEMENT is not a third-party beneficiary contract and shall not in any respect whatsoever increase the rights of the MEMBERS, or any other third-party, with respect to PAYOR or the duties of PAYOR to the MEMBERS or create any rights or remedies on behalf of the MEMBERS against PROVIDER.
- 6.3. Limitations. The rights of MEMBERS and the duties and obligations of PAYOR and PROVIDER shall be subject to the following limitations: (i) In the event of any major disaster or epidemic, PROVIDER shall arrange PROVIDER SERVICES insofar as is practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available; and (ii) In the event of a labor dispute, interruption in supply, or all other causes beyond the control of PROVIDER which could interfere with its ability to PROVIDER SERVICES according to the terms and conditions contained herein, PROVIDER shall arrange for the provision of PROVIDER SERVICES insofar as practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available.

## VII. RECORDS

- 7.1. Medical Records. PROVIDER shall prepare and maintain all necessary and appropriate records, including documentation of the PROVIDER SERVICES provided to MEMBERS.
- 7.2. Confidentiality. Subject to applicable laws relating to privacy and confidentiality requirements, PROVIDER shall use their best efforts to maintain the MEMBER's medical and other records and financial information and to prevent the unauthorized disclosure of records and other data required to be prepared and/or maintained under this AGREEMENT. Upon request, PAYOR will be allowed access to the MEMBER's medical and other records and financial information for review within legal parameters placed on PROVIDER.

#### VIII. MARKETING, PUBLICITY AND CONFIDENTIALITY

- 8.1. Confidential. PAYOR and PROVIDER agree that the terms and conditions of Article V shall be maintained in the strictest confidence and that its contents will be disclosed only to those: (i) personal directly associated with the administration of this AGREEMENT and the fulfillment of its terms; (ii) Who may be virtue of their positions with the respective parties have legitimate business reasons to be knowledgeable concerning its provisions; (iii) Approved in writing by PROVIDER. In no event shall the terms and conditions of Article V be directly or indirectly advertised to the public or to the media by either party.
- 8.2. Use of Names. PAYOR shall have the right to use the name of PROVIDER for the purpose of informing MEMBERS of the identity of PROVIDER and otherwise to carry out the terms of this AGREEMENT. PROVIDER shall have the right to review in advance and approve such use.
- 8.3. Control. PAYOR and PROVIDER reserve the right to and the control of the use of their respective names, symbols, trademarks or service marks presently existing or later established. In addition, neither PAYOR nor PROVIDER shall use the other party's names, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the written consent of that party, and shall cease any such usage immediately upon written notice of the party or upon termination of this AGREEMENT, whichever is sooner.

#### IX. DISPUTE RESOLUTIONS

- 9.1. PROVIDER and PAYOR hereby agree to meet and confer in good faith to resolve any problem or dispute that may arise under this AGREEMENT.

#### X. UTILIZATION REVIEW

- 10.1. PROVIDER Participation. PROVIDER agrees to participate in a utilization review program as mutually agreed upon by PAYOR and PROVIDER. PAYOR shall bear the cost of such utilization review program.

- 10.2. Retrospective Denial of Payment. PAYOR shall not retrospectively deny payment based upon retrospective utilization review of MEDICAL NECESSITY determinations when PROVIDER has complied with the utilization review mechanisms.
- 10.3. External Review Policy. PAYOR or its designated utilization review organization will comply with the external review policies established by PROVIDER.

## XI. TERM AND TERMINATION

- 11.1. Term. This AGREEMENT shall become effective as of January 1, 2008 and shall continue in effect for one (1) year from such date, and shall expire on December 31, 2008, and shall automatically renew under like terms and conditions thereafter for successive terms of one (1) year each unless either party give notice to the other of intent not to renew at least thirty (30) days prior to the end of the then current term.
- 11.2. Termination. This AGREEMENT may be terminated on the first to occur of any of the following:
- a. Written agreement by both parties to terminate this AGREEMENT.
  - b. Non compliance by PAYOR with Section 4.2 or Article V of this AGREEMENT.
  - c. Excluding acts or events which may lead to termination pursuant to Section 11.2(b), in the event of the breach of any of the terms or conditions of this AGREEMENT by either party and the failure of the breaching party to correct such breach within thirty (30) days after receipt of written notice of such breach by the breaching party, such other party may terminate the AGREEMENT immediately with written notice of such termination to the breaching party.
  - d. Force Majeure. If either party is prevented from performing its obligations under this AGREEMENT, by strikes or other labor disputes, official or unofficial, fire, war, or flood, each party's rights and obligations hereunder shall cease with written notice of such cessation to the other party.

## XII. MISCELLANEOUS PROVISIONS

- 12.1. Assignment. This AGREEMENT and all rights and benefits hereunder are personal to PAYOR and PROVIDER, and neither this AGREEMENT nor any right or interest of PAYOR or PROVIDER herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other party, and any attempt at assignment shall be void. However, PROVIDER may assign this AGREEMENT to an affiliate, commonly owned, or subsidiary corporation.
- 12.2. Changes of Modifications. No change or modifications of this AGREEMENT shall be valid unless the same shall be in writing signed by PAYOR and by PROVIDER. No waiver of

any provision of the AGREEMENT shall be valid unless in writing and signed by the person or party against whom charged.

- 12.3. Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT between the parties and contains all of the mutual promises between the parties with respect to the subject matter hereof. No oral statements or prior written material not incorporated herein shall be of any force and effect. PAYOR and PROVIDER acknowledge that in entering into and executing this AGREEMENT, they have relied solely upon the representations and mutual promises contained in this AGREEMENT. This AGREEMENT supersedes any and all other agreements, either written or oral, between the parties hereto, with respect to the subject matter hereof.
- 12.4. Notices. All notices must be in writing and delivered either personally or sent by mail with postage prepaid. If mailed, such notice shall be deemed to be delivered when deposited in the United State Mail addressed to the PROVIDER or PAYOR at the addresses as they appear on the signature sheet.
- 12.5. Governing Law. This AGREEMENT shall be construed and governed by the laws of the State of Illinois. The parties agree that McLean County, Illinois is the sole and exclusive venue for any legal proceeding arising out of the AGREEMENT.
- 12.6. Severability. The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 12.7. Waiver of Breach. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 12.8. Headings. The Section titles and other headings contained in AGREEMENT are for reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT.
- 12.9. Legal Compliance. PAYOR and PROVIDER agree to abide by and comply with Federal, State, and Local regulations which affect the legality of this AGREEMENT.

SIGNATURES

Eastland Medical Plaza SurgiCenter

Date: 11/26/07

By: Brenda Cyrulik  
SIGNATURE

By: Brenda Cyrulik  
PRINTED NAME

Address: Eastland Medical Plaza SurgiCenter  
1505 Eastland Drive  
Bloomington, IL 61701

County of McLean  
A Body Politic and Corporation

Date: 12-18-2007

By: Matt Soren  
SIGNATURE

By: Matt Sorensen  
PRINTED NAME

Address: McLean County  
P.O. Box 2400  
Bloomington, IL 61702-2400

**EXHIBIT A**  
Reimbursement

Eastland Medical Plaza SurgiCenter

Outpatient rate  
(Includes associated ancillary services)

20% off charges\*

\*Discounts off billed charges as may be amended from time-to-time.



McLean County

DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	NOVEMBER 26, 2007
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR APPROVAL OF AN EXCLUSIVE PREFERRED PROVIDER AGREEMENT BETWEEN EASTLAND MEDICAL PLAZA SURGICENTER AND MCLEAN COUNTY

The Exclusive Preferred Provider Agreement between OSF Healthcare System and McLean County, which has been in effect since 1997, originally included services performed at Eastland Medical Plaza SurgiCenter. At the request of representatives from OSF Healthcare Systems, Eastland Medical Plaza SurgiCenter has been removed from the original Agreement and we now will have a separate Exclusive Preferred Provider Agreement with Eastland Medical Plaza SurgiCenter.

At this time, we respectively recommend approval of an Exclusive Preferred Provider Agreement between Eastland Medical Plaza SurgiCenter and McLean County. This Agreement will now provide an increase in the discount from 15% to 20% for services provided to the McLean County Adult Detention Facility by Eastland Medical Plaza SurgiCenter. There are no other additions/deletions in the language of the Agreement and services provided will remain the same.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

CONTRACT 553140-CY08

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Detention Facility inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2008 through December 31, 2008, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SEVENTY-EIGHT THOUSAND DOLLARS (\$78,000) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
  - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,
  - b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,

- c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
  - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
  - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
  - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
  - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
  - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
  - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
  - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.
7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid in twelve equal payments beginning January 2008.

9. The AGENCY will provide the McLean County Detention Facility the following information on a quarterly basis:
  - a. Total hours provided for scheduled on-site mental health assessment, counseling, and consultation services by clinical staff.
  - b. Total hours provided for on-site psychiatric services.
  - c. Total hours provided for emergency assessments by the Crisis Intervention Team.
  
10. This CONTRACT may be terminated for any of the following reasons:
  - a. At the request of the AGENCY upon thirty days written notice; and,
  - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
  - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
  
11. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
  
12. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
  
13. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
  
14. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
  
15. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
  
16. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel

transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.

17. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
18. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
19. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
20. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
21. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
22. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
23. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
Mike Emery  
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: \_\_\_\_\_  
Tom Bari, Director

McLEAN COUNTY BOARD OF HEALTH

By: \_\_\_\_\_  
Daniel Steadman, President

McLEAN COUNTY BOARD

By: \_\_\_\_\_  
Matt Sorensen, Chairman

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

mtl\cont\chs\jail.08



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	November 26 <sup>th</sup> , 2007
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES <i>JN</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY ADULT DETENTION FACILITY.

We respectfully recommend renewal of the contract with the McLean County Center for Human Services for contract year 2008. This contract allows us to provide mental health services for the inmate population. These services include on site counseling for twenty-four hours each week, weekly two hour sessions by the MCDF Psychiatrist, and crisis intervention whenever necessary.

In the past, all services provided by the McLean County Center for Human Services were billed on an hourly basis; however, in 2008, cost for all services rendered by McLean County Center for Human Services will be \$78,000.00 annually, billable on a monthly basis. This figure was negotiated with representatives of McLean County Center for Human Services, and is within the parameter of the approved fiscal year 2008 budget for mental health services for the McLean County Adult Detention Facility Physician.

There are no other additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Matt Sorensen  
Chairman

December 13, 2007

To The Honorable Chairman and Members of the McLean County Board:

Pursuant to a review and analysis of the bids received for the purchase of janitorial, paper and plastic supplies, your PROPERTY COMMITTEE herewith respectfully recommends approval and award of the attached approved vendor list for bids and quotations received for the purchase of janitorial and paper and plastic supplies for Fiscal Year 2008.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Stan Hosellon  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bosic

District #5  
Walter D. Clark  
William T. Caisley

District #7  
John A. Buller  
Bette Rackauskas

District #9  
Calhy Ahari  
Terry Baggett

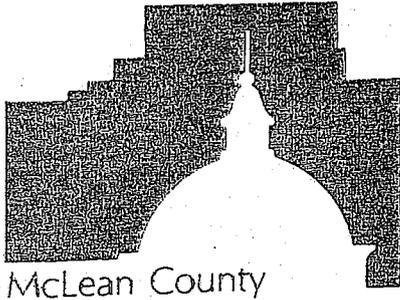
District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Moss

District #6  
George J. Gordon  
David F.W. Selzer

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



NURSING HOME  
 (309) 888-5380  
 901 N. Main Normal, Illinois 61761

Date: October 30, 2007  
 To: John Zeunik, County Administrator  
 From: Sharon VanNote, Director of Domestic Services  
 RE: Schedule of bid process for janitorial products,  
 paper/plastic supplies

Property Committee Approval:

**Millers**

Straw brooms		4.37 ea
20 oz wet mop head		50.52 cs
24 oz rayon mop head		37.80 ea
Sanitary napkins		33.07 cs
Scrubbing sponges	#74	28.00 cs
Spray bottle		.40 ea
Cleaner All Purpose	SD-20	35.42 cs
17" scrubbing pad		7.50 cs
Fly spray		48.72 cs
Wasp, bee & hornet killer		41.76 cs
Neutralizer		25.70 cs
Germicidal Cleaner DMQ		36.85/5 gal

**Hundman Lumber**

Dust mop heads	UniSan	60.96 cs
3 1/2" trim 24" spread		
Antimicrobial Lotion Soap	Go-Jo	56.60 cs
Sidewalk scraper		9.21 ea
Paper towel - C-fold Scott 151C-Fold		37.05

**Gordon Food Service**

Brillo Pads	#442003	#442003	30.10 cs
Lamb Wool Duster		#517054	4.06 ea
Cleaning Powder (Spic & Span)		#269131	78.40 cs
Furniture Polish		#596132	23.94 cs
Straws		#263834	31.11 cs
9" plates		#122650	43.37 cs
Forks		#282359	23.09 cs
Knives		#282391	23.09 cs
Cling Film 6" x 5"		#212881	6.51 rl
Lids - Styrofoam cups		#113867	8.66 cs

**Kaeb Sanitary**

Polypropylene broom	#JSB932	3.99 ea
Snuggle Fabric Softner	#CIA880	35.95 cs
17" stripping pads	#RCP6114-77	22.20 cs
13" stripping pads	#ETC	7.08 cs
17" buffing pad	#ETC	10.93 cs
20" buffing pad	ETCGorilla	18.06 cs
Super Spray Buff	Restore	38.80 cs
Tampax		57.00 cs
Synthetic Scouring pad	#JSP196	5.10 cs
Stainless Steel Polish	Super Shine	36.00 cs
Counter Brush	#JSB5308	3.19 ea
Floor Sealer	Byco Base 16	44.14/5 gal
Wax	Dual 18 %	46.21/5 gal
Stripper	Dyr N Max	38.97/5 gal
Restores	Restore	38.80 cs
Bowl Cleaner	Hi Cling	20.75 cs
Glass Cleaner	Clear View	18.75 cs
Ice Melt	Winter Storm, 50# bag	7.95 ea
Can Liners 20x13x39	#PCCXB3911	18.69 cs
Can Liners 15x9x23	#PCCB	12.06 cs
9 1/2 x 9 1/2 multi-fold bleached towel	#PP6200	18.98 cs
Paper towel-Tork Dispenser	#PP6600	25.97 cs
1 ply toliet tissue	#PP275	31.99 cs
1 oz plastic cup	#PCR1620000	42.00 cs

**Clark Products**

Can liners 22x16x58-Mobile Tuff tote	#H7658TE	19.95 cs
2 ply toliet tissue	#NIB-11292	31.62 cs
1 ply napkins 13 x 13	#37000	28.90 cs
1 ply napkin dispenser	#332	31.20 cs
Wax sandwich bags	#BFT404	65.00 cs
6" plates	#P601B	7.00 cs
9" plates	#180A	13.50 cs
5 oz bowls	#THI-0004	16.89 cs
12 oz bowls	#THI-0012	16.64 cs
Spoons	ESW TM21	6.45cs
Cling film 18" x 2000"	#18x2MCB	14.74 rl
Aluminum foil	#W23CF	48.54 rl
Non latex gloves	#110001	21.47 cs
3/4 oz souffle cup	#075-2050	28.43 cs
8 oz cups	#8J8	14.19

**Jan Master**

Wet mop handle	O Cedar	5.85 ea
Mop bucket Combo	O Cedar	49.80 ea
Hand soap refills		29.90 cs

**AM SAN (VONACHEN)**

Dust mop pan	#05135	2.04 ea
Folding Wet Floor Sign	#6114-77	23.15 ea
Toilet bowl swabs	#05136	.51 ea
Drain plungers	#IMP9200	4.24 ea
Spray trigger for 24 oz		.41 ea
Scouring Powder		15.90 cs
Commerical Rodenticide	#79190	33.65 cs
Can liners 23x17x46	#2450CL	14.75
Facial Tissue	#KC21606	41.35 cs

**Crescent Electric**

40 W Lamp-Fluorescent C.W. F40C.W. 24/cs		1.09 ea
40 W Lamp-U Bend C.W. FB40C.W/6 12/cs		4.29 ea
75 W Lamp-130 V:Rough Frosted Surface 75A/RS/V, 130 V Westinghouse or Proven equal, 120/cs		1.29ea
75 W Lamp Fluorescent F96T12/CW HO:8 FT Long, 2 Contacts		4.85 ea
7 W Fluorescent Tube #F 7 TT/27K		1.49 ea
23 W Compact Fluorescent #CF 23EL 827/Med		15.96 per 4 pk
F 9 TT/27K 9W G23 Base		1.49 ea
F 5 TT/27K Base G23		1.49 ea



LETTER OF AGREEMENT

November 8, 2007

Mclean County Department Of Parks and Recreation  
13001 Recreation Area Drive  
Hudson, Illinois  
61748-9725  
Attn: William R. Wasson  
Director of Parks and Recreation

RE: Comlara Campground Electrical Renovation  
White Oak Sites 1 through 40  
Project Number 007000

Dear William ;

We are pleased to submit this *Letter of Agreement* for Electrical design support services for "Campground Electrical Renovation" for your consideration.

**SCOPE OF SERVICES**

Farnsworth Group, Inc. agrees to provide Preliminary meetings, Design Developement, and Construction Documents For a fixed lump sum fee.

**1. MEP Engineering Services**

- Meet with you to discuss and document project parameters, including Electrical Camper requirements, work relationships, project budget and project schedule.
- Attendance at selected meetings with Owner/User Representatives and IDPH
- Development of conceptual descriptions into an approved Construction Document design.
- Prepare Cataloge cut sheets for equipment and provide short specs on the drawings
- **Drawings and specifications will provided for IDPH Review only. Not for Bidding.**
- **It is understood that the park maintenance employees will install all equipment.**
- Design additional services with Corn Belt Electric as required.
- Provide new details of electrical camper connection boxes

**2 Additional Services\***

- Site visits and other site observation .
- Certification of Payment Applications, Change Orders,  
Requests for information, Architectual Supplemental Instructions,
- Communication design services for internet, cable tv, etc.



## YOUR RESPONSIBILITIES

It will be the responsibility of Comlara Park to provide the following:

- Designated project representative with specific responsibilities and decision-making authority. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems.
- Provide full information as to Design requirements for the project.
- Provide drawings or other documentation of existing electrical systems developed to date..
- Review and approve preliminary design prior to development of Construction Documents. Render in writing decisions pertaining thereto within a reasonable time so as not to delay the performance of engineering services.
- Give prompt written notice whenever the Owner becomes aware of any defect in the project or changed circumstances which may alter the scope of service specified herein.
- Furnish or direct the Engineer to provide necessary additional services as required by changed conditions.
- Furnish permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.  
FGI will provide support drawings and answer comments of the approval authorities.  
Additional local jurisdictional authorities may increase the cost of the project.
- Publish all notices that may be required.
- Cost estimating services.
- Orchestration of bidding activities, including Project Manual Division 0 sections and Bid Form, and printing/distribution of bid sets.

### FEE

### COMPENSATION

Based on our previous experience for projects with the size and complexity of this project, we propose to furnish the services as listed above for the following lump sum fees:

Scope 1 – MEP Engineering Services:

Lump Sum fee of \$ 9,000.00\*  
(Nine Thousand and No/100 Dollars)\*

Scope 2– Additional Services:

Hourly T&M Basis as Requested\*



\*(Reimbursable expenses for items such as printing costs, mileage, etc. will be billed as direct additional expenses.)

Compensation shall be paid under the following phases:

Design Development	25%
Construction Documents	75%
<hr/>	
	100%

### SCHEDULE OF WORK

From the date of this letter of agreement, we will provide design support services within a 13-week schedule. The schedule is based on the following milestones after this proposal is signed.

Week 1 and 2	Programming Refinement
Week 3 and 4	Design Development
Week 5 and 6*	Owner review and comments meeting*
Week 7 thru 9	Construction Documents
Week 10	100% Construction Documents issued for owners review.
Week 11 and 12	Owners review and comments meeting
Week 13	Final drawings issued to owner

\* Note that all Action Items as presented on the "Information Request Action Items" list must be resolved at this point for the project to go out on time. Should the project schedule be extended Farnsworth Group will request additional services for the Owners consideration before proceeding with work.

1. At completion of the design development phase, Owner and Engineer will confirm that all decisions that were to be made have been completed so that the construction documentation phase can proceed.



**REIMBURSABLE EXPENSES**

The following miscellaneous expenses may occur and would be reimbursed to Farnsworth Group by PHA. These expenses are not included in these submitted fee quotations.

They include but are not necessarily limited to the following.

- Reproduction of documents for the purpose of owner review and/or distribution.

Respectfully submitted,

Richard N. Suhadolc P.E.  
Engineering Manager/  
Chief Electrical Engineer

Your signature below is verification of your acceptance of the above stated terms of our agreement for professional services between Owner and Architect.

\_\_\_\_\_  
Matt Sorensen, Chairman McLean County Board

\_\_\_\_\_  
Richard N. Suhadolc P.E.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

General Conditions  
Professional Services Agreement  
Date November, 8, 2007

Client Mclean County Department of Parks and Recreation

Project: Comlara Campground Electrical Renovation  
Scope of Work: Sites 1 through 40 White Oaks

### General Conditions

**Reference Conditions:** Farnsworth Group, Inc., will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance With Law:** In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or

resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

**Standard of Care:** Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** The CLIENT hereby agrees that to the fullest extent permitted by law FGI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement, from any cause or causes including but not limited to negligent professional acts, errors, omissions, strict liability, or breach of contract shall not exceed the total amount paid by the CLIENT for the services of FGI under this agreement. The CLIENT and FGI agree that to the fullest extent permitted by law, FGI shall not be liable to the CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by negligent professional acts, errors, omissions, strict liability, breach of contract, or other cause or causes whatsoever.

**Opinions of Cost:** Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the

performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges

for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

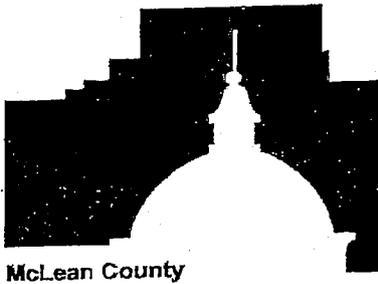
#### **Additional Provisions**

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

Farnsworth Group, Inc.  
Engineers, Architects, Surveyors & Scientists  
Schedule of Charges - January 1, 2007

	Per Hour
<b>Professional Staff – Engineering/Surveying/Commissioning</b>	
Engineering Intern I / Professional Intern I .....	\$ 78.00
Engineering Intern II / Professional Intern II .....	\$ 85.00
Engineer / Land Surveyor / Professional .....	\$ 92.00
Senior Engineer / Senior Land Surveyor / Senior Professional .....	\$ 97.00
Project Engineer / Project Land Surveyor / Project Professional .....	\$107.00
Senior Project Engineer / & Senior Project Land Surveyor / Senior Project Professional .....	\$119.00
Engineering Manager / Land Surveying Manager / Professional Manager .....	\$129.00
Principal .....	\$150.00
<b>Technical Staff – Engineering/Surveying/Commissioning</b>	
Technician I .....	\$ 52.00
Technician II .....	\$ 68.00
Senior Technician .....	\$ 75.00
Chief Technician .....	\$ 85.00
Computer Specialist .....	\$ 92.00
Designer and Surveyor .....	\$ 93.00
Senior Designer and Senior Surveyor .....	\$ 98.00
Project Designer and Project Surveyor .....	\$104.00
Senior Project Designer .....	\$116.00
Administrative Support .....	\$ 51.00
<b>Specialists</b>	\$ 97.00
Project Planner .....	\$ 78.00
Systems Integration Intern I .....	\$104.00
Systems Integration Specialist II .....	\$124.00
Systems Integration Manager .....	
<b>Professional Staff - Architecture</b>	\$ 72.00
Architectural Intern I .....	\$ 80.00
Architectural Intern II .....	\$ 90.00
Architect .....	\$ 95.00
Senior Architect & Senior Landscape Architect .....	\$105.00
Project Architect .....	\$113.00
Senior Project Architect .....	\$121.00
Architectural Manager .....	\$140.00
Principal-Architecture .....	
<b>Technical Staff - Architecture</b>	\$ 62.00
Architectural Technician .....	\$ 74.00
Senior Architectural Technician .....	\$ 80.00
Chief Architectural Technician .....	\$ 85.00
Architectural Designer .....	\$ 93.00
Senior Architectural Designer .....	\$100.00
Project Architectural Designer .....	\$111.00
Senior Project Architectural Designer .....	\$ 92.00
Computer Specialist .....	\$ 51.00
Administrative Support .....	
<b>Miscellaneous – Engineering/Architecture/Surveying/Commissioning</b>	
Overtime Requested by Client .....	Negotiated
Expert Testimony .....	2 x billing rate
Field Vehicle & Equipment .....	\$ 9.50
Automobile (per mile) .....	\$ 0.51
CADD Computer (per hour) .....	\$ 10.00
Consultants & Reimbursable Expenses Related to Project * .....	Cost + 10%
1 Unit GPS (Maximum \$220 Day) .....	\$22.00/hour
2 Unit GPS (Maximum \$440/Day) .....	\$44.00/hour
3 Unit GPS (Maximum \$660/Day) .....	\$66.00/hour
Robotic Total Station .....	\$22.00/hour
* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.	

RATES EFFECTIVE UNTIL JANUARY 1, 2008 UNLESS NOTIFIED



DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 11/25/07

RE: Agreement for Engineering Design Services for COMLARA County Park

In 2004, the McLean County Department of Parks and Recreation reviewed qualifications from a large number of electrical engineering firms. Upon review, the Department found that the Farnsworth Group's mechanical electrical engineering division and its engineers have a wide range of experience with underground electrical distribution systems, including campgrounds in public agency parks.

The Farnsworth Group designed the 2005-07 electrical renovations for COMLARA County Park's Main Recreation Area Campground and also the low pressure sewer system that services COMLARA Park's Main Recreation Area. Both projects have proven to be effectively designed from an installation, operational and maintenance standpoint. The Farnsworth Group has a high level of familiarity with the work site, topography, associated utilities and the working relationship with this Department that insures effective project development. This Department's level of satisfaction with previous work completed by the Farnsworth Group exceeded all others considered or reviewed to date.

The Farnsworth Group has also shown an effective working relationship with the Department's electrical provider(Cornbelt). This familiarity is important in allowing the integration of utility transformer locations into the most cost effective design possible.

As with the Main Recreation Area Campground electrical renovation project from 2005-2007, the Department of Parks and Recreation anticipates completing this project using in-house staff for a majority of work, necessitating a lump sum service agreement. The Department of Parks and Recreation has reviewed the current budget status and sufficient funds are available to complete the design work at the contract amount.

The Department recommends that McLean County enter into an agreement for electrical design services with the Farnsworth Group in the amount of \$9,000 for the COMLARA County Park White Oak Area Phase 1 Campground electrical engineering for 40 campsites.

APPLICATION FOR A LICENSE  
TO  
OPERATE A RAFFLE

Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.

LICENSE REQUESTED     Class A  
                                   Class B  
                                   Class C  
                                   Class D

<b>RECEIVED</b>
NOV 20 2007
OFFICE OF McLEAN COUNTY ADMINISTRATOR
FILE STAMP
#143 FEE \$500.00

APPLICANT

Name of Organization Central Catholic High School  
Mailing Address      1201 Airport Road, Bloomington, Illinois 61704  
Telephone Number    (309) 661-7000

This organization was established 1968 (date) and has been in existence continuously since that time with a bona fide membership engaged in carrying out its objectives. (Section 24.64-5)

DESIGNATED RAFFLE MANAGER

Name                    Chuck Schanaberger, Director of Development  
Address                1201 Airport Road, Bloomington, Illinois 61704  
Telephone             (309) 661-7000

RAFFLE MANAGER'S BOND    (Check one)

- Fidelity Bond in the amount of \$ 300,000.00 attached as required in Section 24.67-1.  
 Waiver of bond requested. (Attached sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2)

OPERATION OF RAFFLE

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town or village in which raffle chances are proposed to be sold or issued - provided such city, town, or village has an effective agreement with McLean County for joining in licensing raffles.)

The time period during which raffle chances will be sold or issued will be from December 24, 200 7, through May 4, 200 8, both (date) (date) inclusive. (One year maximum.)

The determination of the winning chances will be held on May 4, 200 8 (date) at 1201 N. Airport Road, Bloomington, Illinois, 61704. The (exact location) price charge for each raffle chance sold or issued will be \$150.00 per chance.

**LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED**

Prize or Merchandise	Retail Value
(1) - Lot # (To Follow) <u>83, 912 Genike Way, Bloomington, IL 61704</u>	<u>\$200,000.00</u>
(2) - Cash Prize of \$10,000.00	<u>\$10,000.00</u>
(3) - (7) Cash Prizes of \$1,500.00	<u>\$ 7,500.00</u>
(8) - (14) Cash Prizes of \$500.00	<u>\$ 3,500.00</u>
(15) - (26) Cash Prizes of \$250.00	<u>\$ 3,000.00</u>
(27) - (36) Cash Prizes of \$150.00	<u>\$ 1,500.00</u>

Aggregate Retail Value of all Prizes or Merchandise \$225,500.00  
Attach separate page if necessary to list all prizes or merchandise.

We, Joy Allen the presiding officer and Jeanne Osterbuhr the secretary of the

Central Catholic High School being duly sworn, hereby attest that (exact name of applicant organization)

the aforesaid organization is a non-profit (Check one only; see Sections 24.62 and 24.64-5 of Ordinance for definitions)

- Charitable
- Educational
- Religious
- Fraternal
- Veterans
- Labor
- Business
- Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we

have received a copy of such Ordinance and that the raffle for which this application is made will be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and a correct in every respect.

CENTRAL CATHOLIC HIGH SCHOOL

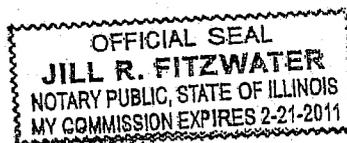
Joy Allen  
(signature, Presiding Officer)  
Joy Allen, Principal

Date:

Jeanne Osterbuhr  
(signature, Secretary)  
Jeanne Osterbuhr

Date:

Subscribed and sworn to before me  
this 15 day of November, 2007.



Notary public Jill R. Fitzwater

This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the *McLean County Treasurer*.

## STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee:	\$ 500.00	
B. Raffle Manager Bond:	\$ 4,500.00	
C. Postage (est.):	\$ 5,300.00	
D. Printing (est.):	\$ 3,200.00	
E. Advertisement (est.):	\$15,000.00	
		<u>\$28,500.00</u>
III. Estimated Net Proceeds:		\$271,500.00
A. Labor for construction (est.)	\$ 75,075.00	
B. Construction materials (est.)	\$124,740.00	
C. Permits & fees (est.)	\$ 700.00	
D. Prizes (cash & auto)	\$ 25,500.00	
		<u>\$226,025.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 45,475.00</u>

AGREEMENT

IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

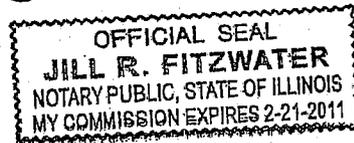
IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 15 day of November, 2007.

CENTRAL CATHOLIC HIGH SCHOOL

ATTEST:

By: Jay Allen  
Its Authorized Officer

Jill R. Fitzwater  
Notary Public



THE COUNTY OF McLEAN,

ATTEST:

By: \_\_\_\_\_  
Chairman, McLean County Board

\_\_\_\_\_  
McLean County Clerk



Internal Revenue Service

Department of the Treasury

District  
Director:

> A.H.A. MARK DUNN

Person to Contact: R. D. Morris

Telephone Number: 488-3100

Refer/Reply to: EP/EO: 7204

Date: June 11, 1987

United States Catholic Conference  
1312 Massachusetts Avenue, N.W.  
Washington, D.C. 20005

Dear Sir:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church Official Catholic Directory for 1946, are entitled to exemption from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1954 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 1987 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a nonprofit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 1987 are exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

400

Legal Services Office, 5-50,  
101 W. Jefferson Street  
Springfield, Illinois 62702

September 15, 1995

CATHOLIC SCHOOLS DIOCESE OF PEORIA  
MOST REVEREND JOHN J. MYERS  
607 N E MADISON AVE - BOX 1406  
PEORIA IL 61655

SEP 1995  
RECEIVED

We have received your recent letter, and based on the information you furnished, we believe

CATHOLIC SCHOOLS DIOCESE OF PEORIA  
OF  
PEORIA, IL

is organized and operated exclusively for educational purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and Service Use Tax in Illinois. The organization is not, however, exempt from Illinois Hotel Operators' Occupation Tax.

We have issued your organization the following tax exemption identification number: 89991-5103-03. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on October 1, 2000, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Legal Services Office  
Illinois Department of Revenue



# Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

## CONTINUATION CERTIFICATE for Miscellaneous Term Bonds

Bond No. 08662328

Central Catholic High School

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. 08662328 dated the 22nd day of December, 2003

in the penalty of Three Hundred Thousand and XX/100 Dollars (\$ 300,000.00),

in favor of McClean County

\_\_\_\_\_, do hereby continue said bond in force for the further term of one year beginning on the 22nd day of December, 2007

Raffle: Dream Home for Scholarships

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 12th day of November, 2007

Witness:

Central Catholic High School

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Fam Major

By. Melissa K. Hanes

Melissa K. Hanes, Attorney-in-Fact

LPM90001ZZ0500f

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Helen P. PARKER, James A. ROE, Allen J. GRAU, Pamela V. MAJORS and Melissa K. HANES, all of Indianapolis, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings for the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly made and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Helen P. Parker, James A. Roe, Allen J. Grau, Pamela V. Majors, Melissa K. Hanes, dated August 13, 2002.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of July, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*T. E. Smith*

T. E. Smith Assistant Secretary

*Paul C. Rogers*

By: Paul C. Rogers Vice President

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of July, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden Notary Public  
My Commission Expires: February 1, 2009

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

**CERTIFICATE**

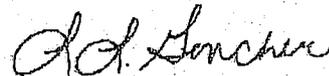
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED; "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seal of the said Company,

this 12<sup>th</sup> day of November, 2007.

  
Assistant Secretary

Rebecca C. McNeil  
McLean County Treasurer  
115 E. Washington Street, Room M101  
Bloomington, IL 61701

RECEIPT # 70013863

11/20/2007

RECEIVED FROM: Central Catholic High School

Raffle License R07 D 143  
0001-0001-0001 0410-0051

500.00

CHARGE		
CHECK	500.00	3100
TENDERED	500.00	
DUE	.00	

500.00

**RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING THE RECOMMENDATIONS  
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review a grant application received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the application be approved for funding from the County's Solid Waste Management Fund for the Master Gardener Plastic Plant Container Recycling Grant administered by the Ecology Action Center for \$3,925

WHEREAS, the Land Use and Development Committee, at its regular meeting on December 6, 2007, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

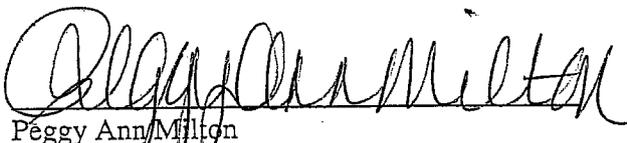
The McLean County Board hereby approves the following grant application and the amount requested for grant funds from the County's Solid Waste Management Fund for the Master Gardener Plastic Plant Container Recycling program administered by the Ecology Action Center- \$3,925 .

The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Town of Normal public works director, the City of Bloomington Public Service Director, the Ecology Action Center and the County Administrator.

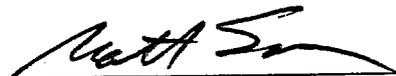
ADOPTED by the McLean County Board this 18<sup>th</sup> day of December, 2007

ATTEST:

APPROVED:



Peggy Ann Milton  
Clerk of the McLean County Board  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

202 W. College Avenue  
Normal, Illinois 61761-2552  
Ph: (309) 454-3169 • Fax: (309) 454-7508



[www.ecologyactioncenter.org](http://www.ecologyactioncenter.org)  
[eac@ecologyactioncenter.org](mailto:eac@ecologyactioncenter.org)

November 29, 2007

George Gordon  
Chairman of Land Use Committee  
McLean County Board  
115 East Washington St.  
Bloomington, Illinois 61701

Dear Chairman Gordon:

On behalf of the McLean County Solid Waste Management Technical Committee, I would like to submit the following resolution to the Land Use Committee of the McLean County Board, which was approved by the Solid Waste Management Technical Committee on November 28, 2007.

The Ecology Action will work with volunteers from the University of Illinois Extension's Master Gardener program and their lead project volunteer, Jerry Swartz, to implement a recycling program that will accept plastic plant containers of several types at three garden center locations, transport these to a central location, sort and package these for shipment to Missouri where they will be recycled into plastic landscape timbers during the 2008 planting season (March to October). The funds allocated from the McLean County Solid Waste fund will be used to build the collection bins, acquire a minimum of equipment to move pallets of materials and transportation to Missouri. We anticipate soliciting additional donations from individuals and businesses to support this program.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Covi".

Michelle Covi  
Director

RESOLUTION OF COMMENDATION AND APPRECIATION  
BY THE McLEAN COUNTY BOARD  
FOR MS. MICHELLE COVI, DIRECTOR OF THE ECOLOGY ACTION CENTER

WHEREAS, the Ecology Action Center is a vital instrument for environmental education in McLean County and is funded in part by the County of McLean; and,

WHEREAS, Ms. Michelle Covi has served with distinction as the Director of the Ecology Action Center from 1998 to 2007; and,

WHEREAS, Ms. Michelle Covi has been a leader in the expansion of environmental education in Bloomington, Normal, and in other communities throughout McLean County; has served as a valuable member of the Solid Waste Technical Advisory Committee; and has actively helped to promote new programs in the County, including recycling of household hazardous wastes, paints, and electronics; and,

WHEREAS, Ms. Michelle Covi has stepped down as the Director of the Ecology Action Center because she and her husband are leaving this community; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, that it is fitting and appropriate for the McLean County Board to express its sincere appreciation to Ms. Michelle Covi for her active, forward-looking, and effective leadership in environmental education in McLean County and to commend her for her dedicated work on behalf of the citizens of McLean County.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of December 2007.

ATTEST:

  
Peggy Ann Milton, Clerk of the McLean County Board  
McLean County, Illinois

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF ANN HARDING  
AS A MEMBER OF THE McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL**

**WHEREAS**, due to the expiration of term of Ann Harding as a member of the McLean County Economic Development Council, it is advisable to consider an appointment or reappointment to this position; and,

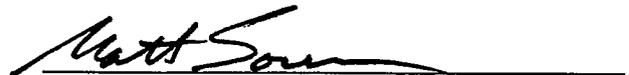
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Ann Harding as a member of the McLean County Economic Development Council for a two-year term scheduled to expire on December 31, 2009 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Ann Harding, to the County Auditor, the County Clerk and the County Administrator's Office.

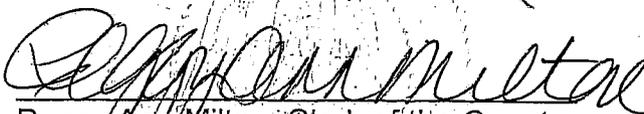
Adopted by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of December, 2007.

**APPROVED:**



Matt Sorensen, Chairman  
McLean County Board

**ATTEST:**



Peggy Ann Wilton, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF MICHAEL J. WILSON  
AS A MEMBER OF THE  
McLEAN COUNTY HOUSING AUTHORITY

**WHEREAS**, due to the expiration of term of Michael J. Wilson as a member of the McLean County Housing Authority, it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael J. Wilson as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2012 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Michael J. Wilson, the County Auditor, the County Clerk, the County Administrator's Office and Dunn Law Firm, Attorney for the Housing Authority.

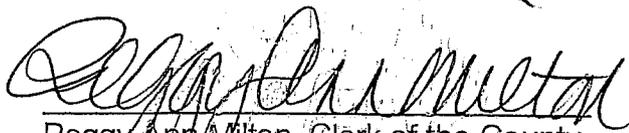
Adopted by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of December 2007.

**APPROVED:**



Matt Sorensen, Chairman  
McLean County Board

**ATTEST:**



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JAY D. REECE AS A  
MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

**WHEREAS**, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

**WHEREAS**, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

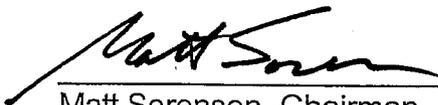
**WHEREAS**, due to the expiration of term of Jay D. Reece as a member of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

**BE IT RESOLVED** that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Jay D. Reece for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2010 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Jay D. Reece and to the Director of the McLean County Regional Planning Commission, as well as the County Auditor, County Clerk and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of December 2007.

APPROVED:



\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:



\_\_\_\_\_  
Peggy Ann Wilton, Clerk of the County  
Board of the County of McLean, Illinois

E:\ann\apt\RPC\_Reece.res

A RESOLUTION FOR REAPPOINTMENT OF SHANE L. RUTHERFORD  
AS A MEMBER OF THE  
REGIONAL PLANNING COMMISSION

WHEREAS, due to the expiration of term of Shane L. Rutherford as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Shane L. Rutherford as a member of the Regional Planning Commission for a three year term that expires on December 31, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Shane L. Rutherford and the Director of the McLean County Regional Planning Commission, as well as the County Clerk, County Auditor and the County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of December, 2007.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

Members Caisley/Gordon moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:  
Member Selzer, Chairman, presented the following:

McLEAN COUNTY REVISED CODE      COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES  
FOR CALENDAR YEAR 2008

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to *5 Illinois Compiled Statutes (2006)120/2.02*; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2008:

Tuesday	January 15, 2008	9:00 a.m.
Tuesday	February 19, 2008	9:00 a.m.
Tuesday	March 18, 2008	9:00 a.m.
Tuesday	April 15, 2008	9:00 a.m.
Tuesday	May 20, 2008	9:00 a.m.
Tuesday	June 17, 2008	9:00 a.m.
Tuesday	July 22, 2008	9:00 a.m.
Tuesday	August 19, 2008	9:00 a.m.
Tuesday	September 16, 2008	9:00 a.m.
Tuesday	October 21, 2008	9:00 a.m.
Tuesday	November 18, 2008	9:00 a.m.
Tuesday	December 16, 2008	9:00 a.m.

(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, and on the County website at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2007.

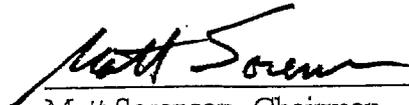
ATTEST:

APPROVED:



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Peggy Ann Milton, Clerk of the County Board  
McLean County, Illinois



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Matt Sorensen, Chairman  
McLean County Board

Members Selzer/Owens moved the County Board approve a Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2008. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE  
FOR COUNTY EMPLOYEES FOR THE YEAR 2008

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2008 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 11-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2008 shall be as follows:

New Year's Day	Tuesday	January 1, 2008
Martin Luther King Day	Monday	January 21, 2008
President's Day	Monday	February 18, 2008
Memorial Day	Monday	May 26, 2008
Independence Day	Friday	July 4, 2008
Labor Day	Monday	September 1, 2008
Columbus Day	Monday	October 13, 2008
Veteran's Day	Tuesday	November 11, 2008
Thanksgiving Day	Thursday	November 27, 2008
Day after Thanksgiving	Friday	November 28, 2008
Christmas Day	Thursday	December 25, 2008

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

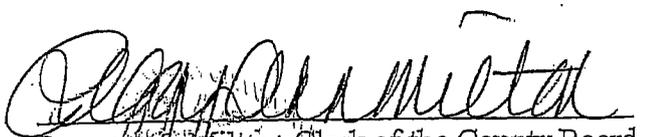
(2)

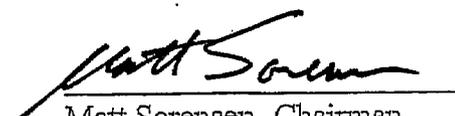
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2007 is hereby repealed effective December 31, 2007.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2007.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board

E:\john\cobd\holidays\_2008.ord

Members Selzer/Cavallini moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2008. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2007  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, County Board Department 0001

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001, Legislation and Policy Program 0001; and,

WHEREAS, the annual operating budget for the County Board includes revenues and expenditures for the ShowBus Rural Public Transportation grant and the Safe Havens Children's Visitation grant; and,

WHEREAS, in fiscal year 2007, the County has received more grant funding for the ShowBus Rural Public Transportation grant and the Safe Havens Children's Visitation grant; and,

WHEREAS, it is appropriate to recognize in the County Board departmental budget the additional revenues received and the additional expenses incurred; and,

WHEREAS, the Executive Committee, at a regular meeting on Tuesday, December 11, 2007, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the County Board, Department 0001, Legislation and Policy Program 0001 the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0404.0007 USDOJ-Safe Havens Federal Grant	\$ 123,559.00	\$ 7,896.00	\$ 131,455.00
County Board Department 0001 0001-0001-0001-0407.0050 State of Illinois - ShowBus Grant	\$ 100,000.00	\$ 103,005.00	\$ 203,005.00

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001, Legislation and Policy Program 0001 the following appropriations:

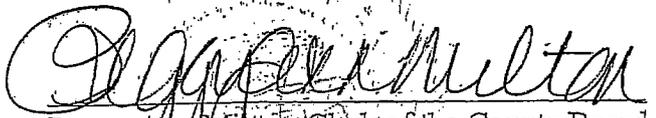
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0777.0006 State of Illinois – ShowBus Grant	\$ 100,000.00	\$ 103,005.00	\$ 203,005.00
County Board Department 0001 0001-0001-0001-0777.0018 USDOJ-Safe Havens Federal Grant	\$ 123,559.00	\$ 7,896.00	\$ 131,455.00

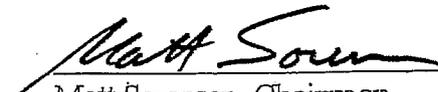
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County this 18<sup>th</sup> day of December, 2007.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board

Members Selzer/Ahart moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the 2007 Combined Annual Appropriation and Budget Ordinance – County Board (for SHOWBUS and Safe Havens Grants). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the following: the General Report can be found on pages 119-128.

**PROPERTY COMMITTEE:**  
Member Harding, Vice-Chairman, presented the following:

AN ORDINANCE AMENDING AN ORDINANCE ADOPTING AND ENACTING  
RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY  
PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT  
OF SAID ORDINANCE AND THE FIXING OF PENALTIES FOR ITS VIOLATION

AMENDING CHAPTER 35 OF THE McLEAN COUNTY CODE  
PARKS

BE IT ORDAINED by the County Board of McLean County now in regular session that the aforesaid Ordinance be and hereby is amended as follows:

Amend subsection 35.21-1 to read as follows:

- 35.21-1 Campsite fees. The fees for the use of campsites are hereby established as follows:
- (A) For campsites, daily fees for parties of a maximum eight individuals shall be ~~\$11.00~~ \$12.00 for Residents of McLean County and ~~\$13.00~~ \$14.00 for non-residents of McLean County on primitive sites and ~~\$14.00~~ \$15.00 for residents of McLean County and ~~\$16.00~~ \$17.00 for non-residents of McLean County on 30 amp electrified campsites and ~~\$17.00~~ \$18.00 for residents of McLean County and ~~\$19.00~~ \$20.00 for non-residents of McLean County on 50 amp electrified campsites. The aforementioned campsite fees shall be discounted by twenty percent (20 %) when levied for terms exceeding 6 consecutive days. There shall be an additional daily fee of \$1.00 for every adult over two in the party.
  - (B) The fee for campsite reservations shall be \$6.00 per campsite in addition to the deposit of one daily fee for such campsite. The reservation fees shall not be refunded, however, an alternative reservation may be made if the reservation is cancelled at least one day in advance of the date for which the reservation is made.

Amend subsection 35-21-3 to read as follows:

35.21-2 Beach Fees. The fees for use of Glasener Beach are hereby established as follows:

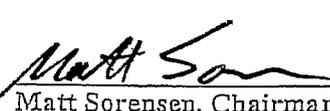
- (A) The daily fee shall be ~~\$3.00~~ \$4.00 except such fee shall be ~~\$2.00~~ \$2.50 for children ages 6 through 12 and \$.50 for children under the age of 6.
- (B) The fee for reserved use of F.R. Glasener Beach by groups and organizations as permitted in Section 35.14-4 herein shall be ~~\$35.00~~ \$45.00 per hour.

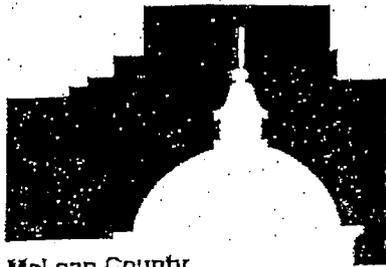
This amendment shall become effective and in full force upon adoption. Adopted by the County Board of the County of McLean, Illinois, this 18th day of December, 2007.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the McLean County  
Board of McLean County

  
Matt Sorensen, Chairman of the  
McLean County Board  
126



McLean County

DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mclean.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 11/28/2007

RE: Fees Ordinance Amendments

The Department of Parks and Recreation recommends the adoption of the following fee changes consistent with the budget recommended and approved for Fiscal Year 2008 Budget by the McLean County Board. :

**Campsite Fees**

	McLean Co. Residents	Non-Residents
Non-electric campsites	<del>\$11.00</del> <u>\$12.00</u>	<del>\$13.00</del> <u>\$14.00</u>
Electric campsites 30 amps	<del>\$14.00</del> <u>\$15.00</u>	<del>\$16.00</del> <u>\$17.00</u>
Electric campsites 50 amps	<del>\$17.00</del> <u>\$18.00</u>	<del>\$19.00</del> <u>\$20.00</u>

**Glasener Beach**

**Daily Fee**

Adults	<del>\$3.00</del> <u>\$4.00</u>
6-12 yrs	<del>\$2.00</del> <u>\$2.50</u>
Under 6	\$.50

These fee changes are reflective of the Department's recommended budget. These changes are based upon fees surveys of similar facilities within the region, an assessment of impact upon usage, increases in operating cost, and considers relevant associated improvements to facilities during the past and current year.

Members Harding/Selzer moved the County Board approve a Request for Approval of an Ordinance Amending an Ordinance Adopting and Enacting Rules and Regulations pertaining to the Public Use of all County Parks and Recreational Areas, and providing for the Enforcement of said Ordinance and the Fixing of Penalties for its Violation – Amending Chapter 35 of the McLean County Code Parks (fee increases) – Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Harding, Vice-Chairman, presented the following:

**LEASE AND CONTRACT EXTENSION AGREEMENT NO. 5 EXTENDING  
THE LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT  
FOR OPERATION AND MAINTENANCE ALL  
DATED DECEMBER 3, 2002**

The undersigned as parties to that certain lease between them dated December 3<sup>rd</sup>, 2002, being a one year lease to the County commencing January 1<sup>st</sup>, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3<sup>rd</sup>, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1<sup>st</sup>, 2008 at an annual rent and payment of \$212,477.00 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$212,477.00.

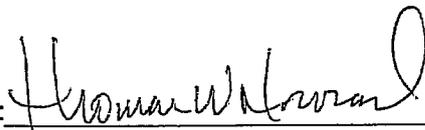
This Extension Agreement No. 5 is executed this 4<sup>th</sup> day of December, 2007 by the Officers of the Public Building Commission of McLean County, Illinois and on December 18<sup>th</sup>, 2007 by the Officers of the County of McLean, Illinois.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

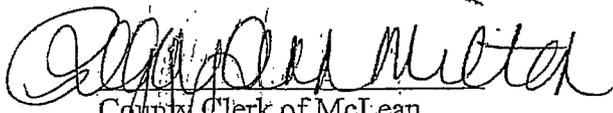
  
Secretary

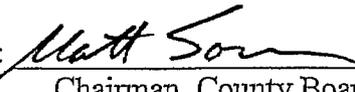
By:   
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

  
County Clerk of McLean  
County, Illinois

By:   
Chairman, County Board  
of McLean County, Illinois

Members Harding/Dean moved the County Board approve a Request for Approval of Lease and Contract Extension Agreement No. 5 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance All Dated December 3, 2002. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Harding, Vice-Chairman, presented the following:

**ATTACHMENT NUMBER 17 TO THE AMENDMENT TO THE LEASE AND  
OPERATION AND MAINTENANCE AGREEMENT FOR THE  
LAW AND JUSTICE CENTER**

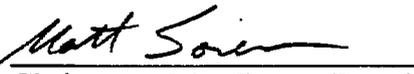
Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2008 and ending December 31, 2008, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$2,162,298.00.

This ATTACHMENT NUMBER 17 is executed this 4<sup>th</sup> day of December, 2007, by the officers of the Public Building Commission and on December 18<sup>th</sup>, 2007 by the officers of the County.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County  
Board, McLean County, Illinois

  
Chairman of the County Board  
Matt Sorensen, Chairman

ATTEST:

APPROVED:

  
John L. Morel, Secretary of the PBC

By:  For  
Robert W. Rush, Chairman

Members Harding/Owens moved the County Board approve a Request for Approval of Attachment Number 17 to the Lease and Operation and Maintenance Agreement for the Law and Justice Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Harding, Vice-Chairman, presented the following:

**ATTACHMENT NO. SIX TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING**

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20<sup>th</sup>, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1<sup>st</sup>, 2008 and ending December 31<sup>st</sup>, 2008 the sum of \$850,238.00. Of this total, the City agrees to pay \$402,019.00 and the County agrees to pay \$448,219.00.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2008 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20<sup>th</sup>, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

This Attachment is executed by the officers of the Public Building Commission, by the Officers of the County of McLean and by the Officers of the City of Bloomington as of the dates set forth below.

**COUNTY OF MCLEAN**

By: \_\_\_\_\_  
Chairman, County Board  
Executed December 18<sup>th</sup>, 2007

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

**PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Its Chairman  
Executed December 4, 2007

ATTEST:

\_\_\_\_\_  
Its Secretary

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Its Mayor  
Executed \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Members Harding/Selzer moved the County Board approve a Request for Approval of Attachment No. Six to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Harding stated the following: our General Report is on pages 138-143.

FINANCE COMMITTEE:

Member Selzer, Chairman, presented the following:

AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

THEREFORE BE IT RESOLVED BY THE PARTICIPANTS

1. That since DeWitt County also has stipulated that public transit service is essential to the transportation of persons in non-urbanized areas and wishes to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof, that the above named Participants amend the Intergovernmental Agreement to include DeWitt County as a Participant, bound by conditions in the Agreement and all Amendments to the Agreement.
2. That all future Amendments shall list the Participants as: DeWitt, Ford, Iroquois, Livingston and McLean Counties.
3. That only one original copy of this Amendment shall be signed and executed by the original Participants and DeWitt County and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Ford County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the Iroquois County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Iroquois County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the Livingston County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Livingston County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the McLean County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
McLean County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the DeWitt County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DeWitt County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_



INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO: Chairman Dave Selzer and Members of the Finance Committee

FROM: Philip Dick, AICP, Director 

DATE : November 28, 2007

RE: **SHOW BUS – Addendum to the Current Intergovernmental Rural Public Transportation Agreement**

---

This is a request by SHOW BUS to amend the Rural Public Transportation Agreement between McLean, Ford, Iroquois, and Livingston Counties to Add DeWitt County to the agreement. DeWitt County does not have access to public transportation. By amending the existing intergovernmental agreement to include DeWitt County, additional State and Federal funds will be made available to provide this transportation through SHOW BUS.

I have attached a copy of the existing intergovernmental agreement and the proposed addendum.

AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE FOR PUBLIC TRANSPORTATION

-----IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

This Agreement is entered into by and between Ford, Iroquois, Livingston and McLean Counties (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, the provision of public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, it is the mutual desire of the Participants that McLean County be designated as the "Primary Participant"

**THEREFORE BE IT RESOLVED BY THE PARTICIPANTS**

1. That application be made by McLean County, the Primary Participant, to the Division of Public Transportation, Department of Transportation, State of Illinois, for financial assistance grants under Section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the Participants.
2. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants the grant applications named above.
3. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants all required Grant Agreements with the Illinois Department of Transportation.
4. That it shall be the responsibility of the Primary Participant to receive all Section 5311 funds from the Illinois Department of Transportation and disburse them to Meadows Mennonite Retirement Community, a not-for-profit corporation d/b/a SHOW BUS, the service provider under the terms and conditions of the agreement.
5. That the delivery of services by the service provider will be made in accordance with agreements entered into by the service provider and the Primary Participant.
6. That any revisions to this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

7. That this Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations or court action, or when Participants agree that a new Agreement would meet their particular needs.

8. That this Agreement is binding upon the Participants, their successors and assigns.

9. That if any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

10. That this Agreement will be ongoing unless a Participant chooses to withdraw from the Agreement.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the 12th day of March, 1996

[Signature]  
Ford County Board Chairman

ATTEST:

Date

[Signature]  
March 12, 1996

APPROVED by the Iroquois County Board on the 12th day of March, 1996

[Signature]  
Iroquois County Board Chairman

ATTEST:

Date

[Signature]  
March 12, 1996

APPROVED by the Livingston County Board on the 12th day of March, 1996

[Signature]  
Livingston County Board Chairman

ATTEST:

Date

[Signature]  
March 14, 1996

APPROVED by the McLean County Board on the 19th day of March, 1996

[Signature]  
McLean County Board Chairman

ATTEST:

Date

[Signature]  
MARCH 19, 1996

Members Selzer/Owens moved the County Board approve a Request for Approval of an Intergovernmental Agreement for Rural Public Transportation between McLean, Livingston, Ford, Iroquois, and DeWitt Counties – Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2007 Combined  
Appropriation and Budget Ordinance for Fund 0102

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0102 Dental Sealant Grant, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

- The Treasurer is requested to increase revenue line 0102-0061-0062-0407-4000 by \$40,000 from \$167,223 to \$207,223.
- That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, Dental Sealant Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0620-0001	Op/Office Supplies	\$ 1,200	\$ 3,000	\$ 4,200
0741-0001	Equip Maintenance	\$ 1,240	\$ 4,000	\$ 5,240
0752-0001	Dental Services	\$ 97,734	\$ 27,300	\$125,034
0773-0001	Non-Cont Services	\$ 2,000	\$ 5,700	\$ 7,700
TOTALS:		\$102,174	\$ 40,000	\$142,174

- That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 18<sup>th</sup> day of December, 2007.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the McLean County Board of the County of McLean

Matt Sorensen Chairman of the McLean County Board

F:\adm\budg\07Dentalamend

Budget Amendment Narrative  
Grant Fund 0102  
Dental Sealant Grant

The McLean County Health Department is requesting an amendment to Fund 0102 Dental Sealant Grant in the amount of \$40,000 for fiscal year 2007. The dental program of the Health Department operates on a variable revenue stream with funds being generated by billed services to the Illinois Department of Health and Family Services (formally the Illinois Department of Public Aid), Illinois Department of Public Health Dental Sealant Grant and self pay services to clients with no alternate sources of dental coverage. The revenue and corresponding available resources for expenditures is controlled by the amount of billed services provided by the program throughout the year. During FY2007 the program generated more revenue than was anticipated when the original budget was developed back in early 2006. This was based upon a greater number of service hours worked by the contractual dentist and the corresponding additional billed services provided resulting in \$40,000 + in additional revenue.

Expenses associated with the additional contract work by the dentist, additional program supplies, repairs of dental equipment and Non-Contractual expenses associated with the provision of interpreter services for non-English speaking clients are reflected in the requested amendment.

Members Selzer/Caisley moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for Fund 0102 (Dental Sealant Grant) – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

**AN ORDINANCE REPEALING THE ORDINANCE REGULATING SMOKING  
IN PUBLIC PLACES AND PLACES OF EMPLOYMENT IN THE  
UNINCORPORATED AREAS OF McLEAN COUNTY**

WHEREAS, on November 21, 2006 the County Board of McLean County, Illinois enacted an *Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County*; and

WHEREAS, such Ordinance prohibited smoking in all enclosed public places and places of employment within the unincorporated areas of McLean County with certain exceptions; and

WHEREAS, exceptions to the smoking prohibition included private residences, certain hotel and motel sleeping rooms, retail tobacco stores, private clubs and lodges, churches, public places with current and valid Class "D" liquor licenses, and certain places of employment operated as family businesses; and

WHEREAS, since the adoption of the *Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County*, the Illinois legislature passed and the Governor has signed into law Public Act 095-0017 which is scheduled to become effective January 1, 2008; and

WHEREAS, Public Act 095-0017 prohibits smoking in public places, places of employment and governmental vehicles with certain exceptions; and

WHEREAS, exceptions to the smoking prohibitions in Public Act 095-0017 include private residences, retail tobacco stores, and certain hotel and motel sleeping rooms; and

WHEREAS, Public Act 095-0017 provides no other exceptions to the State-wide smoking prohibitions; and

WHEREAS, the State-wide smoking prohibitions in Public Act 095-0017 are scheduled to become effective on January 1, 2008 and will supercede certain exceptions provided in the *Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County*; and

WHEREAS, in recognition of this comprehensive State-wide smoking ban and to avoid confusion and misinterpretation, the County Board of McLean County, Illinois desires to repeal its *Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County*; now, therefore

**BE IT ORDAINED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS**  
as follows:

That the *Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County* enacted on November 21, 2006 shall be repealed effective at midnight, December 31, 2007 so long as P.A. 95-0017 goes into effect on January 1, 2008.

This Ordinance repealing the *Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County* is adopted this 18th day of December, 2007.

APPROVED:



Matt Sorensen  
Chairman, McLean County Board

ATTEST:



Peggy Ann Milton  
Clerk of the County Board of  
McLean County, Illinois

Members Selzer/Rackauskas moved the County Board approve a Request for Approval of an Ordinance Repealing the Ordinance Regulating Smoking in Public Places of Employment in the Unincorporated Areas of McLean County – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

McLEAN COUNTY REVISED CODE      NURSING HOME RATES RESOLUTION 14.27  
CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services  
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (2006), Chapter 55, Section 5/5. 1005.6 empowers the County of McLean to erect and maintain a County Nursing Home and to establish rates to be paid by persons seeking care and treatment in the Nursing Home; and,

WHEREAS, Illinois Compiled Statutes (2006), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and,

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on Tuesday, December 4, 2007, has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective January 1, 2008;

1. The daily rate for resident care in the non-Medicare certified section shall be \$136.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:
 

a)	Medical supplies	Cost plus 20%
b)	Medications in the Medicare Section	Cost plus 50%
c)	Lab procedures in the Medicare Section	Cost plus 20%
d)	Respiratory Therapy	Cost plus 20%
e)	Speech Therapy	Cost plus 20%
f)	Occupational Therapy	Cost plus 20%
g)	Physical Therapy	Cost plus 20%
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home, the County Treasurer, and the County Administrator.

EFFECTIVE DATE: This resolution shall be in full force and effect on January 1, 2008 and this Resolution shall supersede any previous resolution establishing Nursing Home care rates.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2007.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

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Members Selzer/Owens moved the County Board approve a Request for Approval of the Proposed 2008 Private Pay Rate – Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

*Memorandum of Agreement  
Between the McLean County Law Library, McLean County,  
and the McLean County Bar Association*

The following agreement is entered into between the McLean County Law Library (Law Library), McLean County (County) and the McLean County Bar Association, an Illinois not-for-profit corporation (Bar Association):

1. The *Memorandum of Agreement* of May 2, 1988 is hereby terminated effective December 31, 2007, and all obligations of either party under that agreement, financial and otherwise, are hereby declared null and void effective that date. Any past financial obligation between the parties shall be deemed waived and uncollectible.
2. All books, computers, equipment, furniture and other items in possession of McLean County in support of the Law Library shall be retained exclusively by the Law Library, and shall be considered the sole possession of McLean County. The Bar Association agrees to forego any current or future claim of ownership on said items.
3. The County agrees to provide space for the Law Library which is accessible to the public.
4. The Bar Association agrees to pay, annually, the sum of \$1800.00 to the County for support of the Law Library. This payment is due by September 30 of each year, beginning in 2008.
5. The Bar Association shall agree to provide in-kind support to the Law Library in the form of volunteer hours to assist in organizing, maintaining and selecting the contents of the Law Library. Said support shall be provided at the request of the Supervising Judge (Resident Circuit Judge) of the Law Library.
6. On January 1, 2008, and after, a Law Library Committee shall be established with the membership of: one (1) Resident Circuit Judge; and the State's Attorney (or designee); the Public Defender (or designee); the Chair of the McLean County Board (or designee); and one (1) representative from the Bar Association (as designated by the President of the Bar Association). This committee shall assist the Resident Circuit Judge in reviewing, and making recommendations regarding, the finances and operations of the Law Library, and shall assist the Resident

Circuit Judge in providing an annual financial report to the County Board on the status of the Law Library by August 30 of every year.

This agreement may be terminated by any party with 30 days notice, in writing, to the Resident Circuit Judge and/or Bar Association President. Any element of this agreement may be renegotiated on an annual basis with 30 days written notice to the other parties.

This agreement shall be effective on January 1, 2008.

Dated this 18<sup>th</sup> day of December 2007.

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Matt Sorensen, Chair  
McLean County Board

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Kevin P. Fitzgerald  
Resident Circuit Judge

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Attested by: Peggy Ann Milton  
Clerk of the County Board  
McLean County, IL

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Darrell L. Hartweg, President  
McLean County Bar Association

Members Selzer/Rackauskas moved the County Board approve a Request for Approval of a Memorandum of Agreement between the McLean County Law Library, McLean County and the McLean County Bar Association – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING the CDAP REVOLVING LOAN APPLICATION  
SUBMITTED BY MIDWEST MOLDING SOLUTIONS, INC.,  
BLOOMINGTON, ILLINOIS

WHEREAS, in cooperation with the State of Illinois Department of Commerce and Economic Opportunity (the "DCEO") and the Economic Development Council of Bloomington-Normal, McLean County, the McLean County Board (the "Board") administers and oversees a Community Development Assistance Program (the "CDAP") Revolving Loan Fund program; and,

WHEREAS, the purpose of the CDAP Revolving Loan Fund program is to provide low interest loans to a new and/or existing business in order to encourage economic development within the County and, thereby, create job opportunities for low and moderate income individuals; and,

WHEREAS, the Finance Committee of the Board has received and reviewed a CDAP Revolving Loan application submitted by Midwest Molding Solutions, Inc., an independent, private manufacturing business, which is seeking approval of a \$100,000.00 CDAP loan to improve a building at 3001 Gill Street, Bloomington, Illinois, that Midwest Molding Solutions, Inc. is planning to purchase; and,

WHEREAS, pursuant to the CDAP program regulations of the DCEO and the adopted CDAP guidelines of the Board, the CDAP Revolving Loan application submitted by Midwest Molding Solutions, Inc. meets the requirements of the DCEO and the Board; and,

WHEREAS, the closing and payout of the CDAP loan for Midwest Molding Solutions, Inc. is subject to final approval and underwriting of a commercial bank loan to be provided by the First Farmers State Bank, Bloomington, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Wednesday, December 5, 2007, recommended approval of the CDAP Revolving Loan application submitted by Midwest Molding Solutions, Inc., an independent, private manufacturing business, which is seeking approval of a \$100,000.00 CDAP loan to improve a building at 3001 Gill Street, Bloomington, Illinois, that Midwest Molding Solutions, Inc. is planning to purchase; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 5, 2007, recommended approval of the closing and payout of the CDAP loan for Midwest Molding Solutions, Inc. subject to the following conditions: (1) a second mortgage position on the real estate and building improvements at 3001 Gill Street, Bloomington, Illinois; (2) a second lien position for McLean County on the equipment and fixtures; and (3) final approval and underwriting of a commercial bank loan to be provided by the First Farmers State Bank, Bloomington, Illinois; now, therefore,

(2)

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

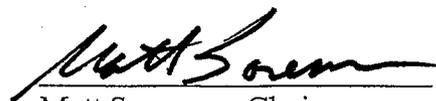
- (1) The McLean County Board hereby approves the CDAP Revolving Loan application submitted by Midwest Molding Solutions, Inc., an independent, private manufacturing business, which is seeking approval of a \$100,000.00 CDAP loan to improve a building at 3001 Gill Street, Bloomington, Illinois, that Midwest Molding Solutions, Inc. is planning to purchase.
- (2) The McLean County Board hereby approves the closing and payout of the CDAP loan for Midwest Molding Solutions, Inc., subject to the following conditions: (1) a second mortgage position on the real estate and building improvements at 3001 Gill Street, Bloomington, Illinois; (2) a second lien position for McLean County on the equipment and fixtures; and (3) final approval and underwriting of a commercial bank loan to be provided by the First Farmers State Bank, Bloomington, Illinois.
- (3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Chief Executive Officer, Economic Development Council of Bloomington-Normal, McLean County, the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 18th day of December, 2007.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board

TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: Midwest Molding Solutions, Inc.  
2906-B Gill Street  
Bloomington, Illinois 61704  
Mr. Joseph Diemer, President/Owner

Financing Requested: CDAP Loan through McLean County

Type of Business: Plastic Injection Molding - Manufacturing

Location of Business: 2906-B Gill Street  
Bloomington, Illinois 61704

Principal Amount of Loan: \$100,000.00

Term of Loan: 10 Years

Interest Rate: 6.125% fixed

Security for the Loan: Second Position on the Mortgage for New Business Location  
3001 Gill Street, Bloomington, Illinois (formerly the McLean  
County Humane Society Building)  
UCC 1 – Second Lien on the Equipment and Fixtures

Amortization Schedule: Level Debt Service over Term of Loan  
Monthly Payment due on the first day of the month  
beginning 30 days after the closing date of the Loan

Sources and Uses of Funds:

Commercial Bank Financing:	\$407,000.00
First Farmers State Bank, Bloomington 20 year mortgage on 3001 Gill Street at 7.50% interest rate	
Cash Equity from Owner:	\$ 5,000.00
CDAP Revolving Loan	\$100,000.00
For improvements to 3001 Gill Street 3 phase electrical service, electrical upgrades, Renovation and repair to accommodate the business	
Total: \$512,000.00	

(2)

Number of New Jobs  
Created and/or Jobs  
Retained:

7 permanent FTE jobs to be created within 12 months

8 permanent FTE jobs to be retained as result of this project

Loan Application  
Review Completed by:

CDAP Revolving Loan Credit Committee:

Mr. Marty Vanags, CEO, Economic Development Council of  
the Bloomington-Normal Area and McLean County

Ms. Rebecca C. McNeil, McLean County Treasurer

Mr. John M. Zeunik, McLean County Administrator

Mr. R. Michael McFarland, Vice President  
First State Bank of Bloomington

Mr. Brian Mueller, Vice President  
CEFCU

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**MCLEAN COUNTY REVOLVING LOAN FUND**

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**TO:** JOHN ZEUNIK, COUNTY ADMINISTRATOR  
**FROM:** MARTY VANAGS, CEO, EDC OF THE BLOOMINGTON-NORMAL AREA  
**SUBJECT:** MIDWEST MOLDING SOLUTIONS INC., JOE & SALLY DIEMER (OWNERS)  
**DATE:** 11/27/2007

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**RECOMMENDATION FOR FUNDING FROM THE MCLEAN COUNTY RLF**

**Introduction**

Enclosed please find a request for funding from the McLean County Revolving Loan Fund for \$100,000. Included are the following required items:

- ▶ A letter from Steve Timmerman, Vice President of First Farmers State Bank indicating the need for the loan, and their commitment to the project.
- ▶ A completed application from the applicant.

**Proposal/Overview**

The applicants Joe and Sally Diemer, owners of Midwest Molding Solutions Inc., a custom plastic molding injection manufacturer, has asked the county for \$100,000 from the Revolving Loan fund for expansion of their current business operations. The company is currently renting space for their operations at 2906-B Gill Street. The landlord of the property has experienced major financial problems and the building is in the foreclosure process. There are some environmental issues (not involving Midwest Molding) that are complicating the company taking ownership of the building. Both the landlords legal matters and Midwest Molding's plans to expand operations and create 7 new jobs has made the current space an impediment to their growth.

The owners are planning to purchase a building to accommodate Midwest Molding job creation. The new location is the former Humane Society building located at 3001 Gill Street in Bloomington with 10,000 square feet for molding operations and additional office space. The RLF funds will be utilized for \$70,000 in remodeling and repairs, \$15,000 for internal electrical renovations, and \$15,000 for 3 phase electrical power brought to the property.

The front part of the building is approximately 1,000 square feet and is suited for retail/office space. The owners plan to make the retail/office space available for rent.

The purchase of the building allows Midwest Molding to have a stable environment to continue to grow their business. Without the building, it is likely they will temporarily close until a suitable site is found, putting at risk 8 current jobs and the expansion of additional employment. The new facility will feature new equipment and a more efficient layout transpiring into utility cost savings and allowing for job creation.

The expansion plans of Midwest Molding fulfill the loan program mission by:

- ▶ Assist short-term economic development by creating and retaining jobs.
- ▶ Encourage involvement of area financial institutions.
- ▶ Assist long-term economic development by increasing the tax base and helping to expand the economy.
- ▶ Insure financial security of the Fund through appropriate use.

### Job Creation

Midwest Molding meets the criteria of the loan program by creating or retaining at least one full-time equivalent job for every \$15,000 being loaned.

The company's expansion plans include the retention of 8 current jobs and the creation of 7 new full-time positions to satisfy the requirement of being eligible for \$100,000 through the RLF program. The company offers quality entry level employment as well as opportunities for more advance skilled employees and corresponding wages.

### RLF Credit Committee Review

The RLF Credit Committee convened on November 13<sup>th</sup>, 2007 at the McLean County Government Center. The committee reviewed the application and measured it against the criteria and mission set forth in the policy of RLF approval. The committee made the following findings and endorsements in regards to the applicant:

- ▶ Sufficient collateral to secure the loan of \$100,000 from McLean County.
- ▶ Creation of 7 new full-time equivalent jobs required under program lending guidelines.
- ▶ Benefits 50% of low-to-moderate income individuals.
- ▶ Required support from a private lending institution and indicated "but for" the RLF loan the project would not go forward.

### Recommendation

The company has industry expertise, strong financial responsibility, and a growing operation reflected in both sales and job creation. The credit committee recommends approval of the loan request of \$100,000 and asks for McLean County Board approval based on these attributes. The project will include the creation of quality jobs to the Bloomington-Normal area, enhance the regions manufacturing industry and generate valuable tax revenue for the municipalities. ***The approval will be subject to First Farmers State Bank approval of the applicant's loan and require a personal and corporate guaranty by the borrower.***

The applicant has the expertise and business experience to be successful with their proposed expansion plans. Midwest Moldings has been in operation for nearly 8 years. Over this timeframe company management has been mentored by an industry expert with nearly 20 years of experience.

The applicant has a strong credit history with their lenders in paying down current loans and obligations. First Farmers State Bank is confident in their client's ability to perform and meet all financial responsibilities.

Job creation is following the company's sales growth of nearly 87% over the last year. Midwest Moldings is actively working to enhance productivity methods and is currently working with the Illinois State University Industrial Technology Department's plastics program.

### RLF Credit Committee Participation

The RLF request is reviewed by a credit committee consisting of:

Rebecca C. McNeil, McLean County Treasurer  
John Zeunik, McLean County Administrator  
Marty Vanags, EDC Chief Executive Officer

Commercial banking representatives (serve on a rotating basis):

R. Michael McFarland, Vice President, First State Bank of Bloomington  
Brian Mueller, Vice President, CEFUCU

## Economic Development Loan Application For Revolving Loan Fund

A. Legal Name & Address of Applicant:

Name: Midwest Molding Solutions, Inc.

Address: 2906-B Gill Street

City: Bloomington State: IL Zip Code: 61704

Contact Person: Joe Diemer Title: President/Owner

Phone: (309)663-7374 Fax: (309)663-2374

B. Type of Business: Plastic Injection Molding

C. SIC Code / Category: 3079

D. Employer Identification Number: 37-1391054

E. Is the applicant wholly or partly owned by any other business? No

F. If you answered "YES" to the above, please provide the name(s) of the other company(s)  
and the percentage of ownership:

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- J. Business History & Background: Please list information pertinent to the history and background of the business. Include: date(s) of major change(s) in business, employee and sales growth, dates new products and/or service lines were established and other major influences on the products produced or services provided. Please include company product/service brochures or any applicable information, if available.

Midwest Molding Solutions, Inc. is a custom plastic molding injection manufacturer currently located at 2906-B Gill Street Bloomington, Illinois. The business is renting its space at that location. They are an ISO 9001 certified manufacturer. They would be classified as light manufacturing and is also considered "clean" manufacturing with little to no environmental issues. The company does custom and high precision molding injection. The business serves industries ranging from the automotive to the medical device field. Primarily their customer base is within 100 miles of Bloomington/Normal. The business is 100% owned by Joe Diemer. Joe is completely hands on and is involved in all facets of the business. Joe's wife Sally works full-time for Wells Fargo Financial and has been employed with them for 10 years. She does a lot of the accounting for the business at the present time, in addition to her full-time career with Wells Fargo. She hopes to delegate the day to day accounting to a part-time bookkeeper in the near future. Sally plans to continue to provide accounting oversight and act as the liaison between the part-time bookkeeper and their CPA- Sulaski & Webb. Joe and Sally are both natives of Central Illinois. Joe has an industrial engineering degree from ITT. Joe has worked in a Project Engineering position with Knight Engineering and Plastics and as a technician on a plastic manufacturing shop floor. These two positions provided Joe with his knowledge of the plastic molding business. Joe started Midwest Molding Solutions as a part-time business with an initial customer back in October of 1999 while working full time for State Farm. Joe worked at State Farm insurance for almost 10 years as a Project Manager. He has a professional designation as certified Project Manager. He left State Farm in April of 2006 to devote full time attention to the growing business of Midwest Molding Solutions. Back when Joe started, he worked closely with his friend Mike Jacobs, a plastic engineer with over 20 years experience, who owns a similar business in McHenry, Illinois. Joe still confers with Mike and they can collaborate on work if needed. Joe and Mike benefit from each others experiences and partner on such things as bulk raw material purchases. Joe has steadily built the business over the years. Sales in 2006 were \$396,711 and 2007 sales as of September 30, 2007 were \$742,673 and are on track to hit the million dollar mark by year end. As evidence by these sales numbers, the business is experiencing excellent growth. The company is working the Illinois State University Industrial Technology Department's plastics program. They have utilized student interns and have some students who have worked in part-time capacities to gain practical experience and income.

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- K. Project Description: Please describe all elements of the proposed project. This includes land and building acquisition, building construction and/or renovation, equipment purchases and installation, etc... Give estimated time schedule for the project. Include any changes in business activity, what operations will be initiated or expanded, how this relates to existing operations, evidence of the financial feasibility of the project and changes in products and/or services offered. Use additional pages if necessary.

Joe and Sally Diemer plan to purchase 3001 Gill Street (the former McLean County Humane Society building) to house the growing business. They have entered into a contract to purchase this building for \$412,500 from the Humane Society. The building has approximately 12,000 square feet which will allow for expansion of the business. Included in the 12,000 square feet is 1,000 square feet of retail space which Joe plans to rent to a third party as Midwest Molding does not have a need for the retail space. Joe Diemer will need to spend \$100,000 to renovate the building so it can properly house Midwest Molding Solutions. The \$100,000 is broken into 3 major expenses. The first component is \$15,000 for getting 3 phase electrical to the building and an additional \$15,000 for electrical upgrades within the building. The building also needs approximately \$70,000 for clean up, repairs, and renovations to accommodate the demands of the injection molding operations. Joe plans to work with an energy efficiency group from the University of Illinois who will help in laying out an energy efficient operation. The goal will be to reduce the current utility expenses that result from the less efficient rented facility. The initial estimate of savings is around a 25% reduction in energy cost. Electrical energy cost is a significant expense component for injection molding process. The time frame for this project is to close on the purchase of the building before the end of 2007. The improvement to the building and electrical upgrades will begin as soon as feasible in order to relocate to this building as soon as possible.

Members Selzer/Nuckolls moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Approving the CDAP Revolving Loan Application Submitted by Midwest Molding Solutions, Inc., Bloomington, Illinois – County Administrator’s Office. Member Cavallini asked the following: how many loans like this do we make in a year and what is the process regarding who gets on the list for these loans? Member Selzer stated the following: we have probably eight or nine loans in place right now. We have made more in the last 18 months or so than we have in the four or five years preceding that. It used to be that the Finance Committee sat as a credit committee to review these applications and when Chairman Sweeney left they put a new agreement into place with the Economic Development Council. There is now an independent banker that sits with the Economic Development Council on the Committee to review these loans along with the County Administrator. They make sure the applicants are credit-worthy and they come to the Finance Committee now with much better background for those decisions to be made. It is really initiated by the local banker who then takes it to the EDC where it is decided if the applicant qualifies for the funds available, and then it comes to the County for approval and payment. All of the loan interest goes back into the fund to continue the fund. The initial grant was \$500,000 and our balance today exceeds that, plus we have a number of loans outstanding. The \$500,000 is worth about \$800,000. It continues to grow and it covers losses of the two loans for the individuals who filed bankruptcy. Member Segobiano stated the following: it is also fair to point out that we are the last resource for those individuals attempting to increase their loan and we are also the last ones to be compensated should they file bankruptcy. Member Selzer stated the following: we generally have no collateral when they come to us but are the bridge that the borrower needs when going to the bank to make their businesses work and create jobs. They are short “x” dollars of equity so we step in to help and hopefully spur economic development as a result. Member Caisley asked the following: is this program generally known by the bankers throughout the County? Member Selzer stated the following: yes, the EDC has done a really good job. Marty has gone out and met with the bankers in the last couple of years promoting this. Member Nuckolls asked the following: how many active loans do we have now? Member Selzer stated the following: I thought 11. Chairman Sorensen asked Becky if she knew. Becky McNeil stated there were five. Chairman Sorensen stated the following: there are five paid loans out of the fund, one pending funding, and this one that we are being asked for today. Member Selzer stated the following: I think we’ve served about a dozen people. Member Nuckolls stated the following: they are pretty successful businesses, right? Member Selzer stated the following: yes. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING the GENERAL COMPENSATION PLAN for NON-UNION EMPLOYEES  
and POSITION CLASSIFICATIONS and PAY RANGES  
for FISCAL YEAR 2008

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions; and,

WHEREAS, the General Compensation Plan for Non-Union Employees, adopted at the County Board meeting on December 20, 2005 and effective as of January 1, 2008 is unchanged; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2008, adopted by the County Board on November 20, 2007, includes a two and one-half percent across-the-board pay increase for all non-union employees; and,

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2008 have been adjusted to reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2008, as adopted by the County Board on November 20, 2007; and,

WHEREAS, the Finance Committee, at its regular meeting on Wednesday, December 5, 2007, recommended approval of the continuation of the General Compensation Plan for Non-Union Employees effective January 1, 2008 and the Position Classification and Pay Ranges for Fiscal Year 2008; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

(1) That the General Compensation Plan for Non-Union Employees effective January 1, 2008 is hereby adopted and continued for Fiscal Year 2008.

(2) That the Position Classification and Pay Ranges for Fiscal Year 2008 are hereby adopted.

(3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer and the County Administrator.

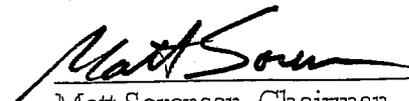
(2)

ADOPTED by the McLean County Board this 18<sup>th</sup> day of December, 2007.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board

**MCLEAN COUNTY  
GENERAL COMPENSATION PLAN  
FOR NON-UNION EMPLOYEES**

January 1, 2008

**SECTION I: Definitions**

- A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.
- B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.
- F. Transfer. A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.
- G. Demotion. A change in an employee's position classification to a position classification which has a lower pay range.
- H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.
- J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

**SECTION II: Annual Salary Adjustments**

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

### SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

#### **SECTION IV: Evaluations and Merit Increases**

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

#### **SECTION V: Establishing Salaries**

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

## SECTION VI: Merit Increases

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

### GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Steps						
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3
3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

### GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 12 AND LOWER

Evaluation Score	Employee's Current Step	Employee's # Steps						
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:

1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

## SECTION VII: Policy Review

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

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Revised 11/12/2003

## Position Classifications and Pay Ranges for Fiscal Year 2008

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
M	\$5.1027	\$10.5076	75	Assistant Clerical Assistant Intern	0004 0010 0399
1	\$9.8098	\$14.2245			
2	\$10.5454	\$15.2891	80	Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator	0003 3301 7301 8311
3	\$11.3360	\$16.4364	80	Custodian CNA Coordinator	7131 8004
4	\$12.1866	\$17.6757	75	Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission	0005 0011 0023 1202
			80	Mail Processing Clerk Emergency Communications Addressing Technician Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I	0007 3107 7142 7152 7210
5	\$13.1006	\$19.0005	75	Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist	0101 0201 8101 8103
			80	Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor	7133 7143 7153 7221 9015
6	\$14.0831	\$20.4261	75	Office Support Specialist II Safety Coordinator Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector	0012 0046 0202 1101 1135 1205 2001 5001 5002
			80	Parks Maintenance Worker II Fleet Mechanic Activity Director	7211 7303 8305

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

## Position Classifications and Pay Ranges for Fiscal Year 2008

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
7	\$15,1395	\$21,9579	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
								Park Maintenance Supervisor	7222
								Heavy Equipment Mechanic	7305
								Licensed Practical Nurse-Nursing Home	8005
Licensed Practical Nurse	8006								
8	\$16,2749 \$31,736	\$23,6011 \$46,022	75	Administrative Support Supervisor II	0016				
				County Administrator's Assistant	0019				
				Program Administrator, County Clerk	0025				
				Chief Deputy Recorder*	0031				
				Human Resources Assistant	0041				
				Defense Investigator	1127				
				Victim Witness Program Coordinator*	1136				
				Circuit Clerk-Division Supervisor I	1215				
				CASA Coordinator*	2305				
				Veterans Assistance Officer*	2403				
				Assistant Director-EMA	3203				
				Inmate Program Supervisor	4109				
				GIS Technician	5005				
				Senior Assessor	5012				
				WIC Nutritionist*	8041				
				Health Promotion Specialist*	8115				
				Case Manager*	8123				
				80	\$33,852	\$49,090	80	Engineering Technician II	6104
								Domestic Services Director	7125
								Assistant to the Nursing Home Administrator	8131
9	\$17,4950 \$34,115	\$25,3723 \$49,476	75	Senior Accounting Specialist	0103				
				Network Support Specialist	0211				
				Circuit Clerk-Division Supervisor II	1216				
				Probation Officer I	1301				
				Inmate Assessment Specialist I*	4108				
				Clinic Nurse*	8011				
				Registered Nurse*	8013				
				Registered Nurse-Nursing Home	8014				
				Public Health Nurse*	8015				
				School Health Nurse Consultant*	8017				

## Position Classifications and Pay Ranges for Fiscal Year 2008

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>			
9(cont.)	\$17,4950	\$25,3723	75	Communicable Disease Investigator*	8105			
				Public Health Communications Specialist*	8113			
				Quality Assurance Specialist*	8127			
				Staff Sanitarian	8403			
	\$36,389	\$52,774	80	Animal Control Director	2007			
				Emergency Communications Supervisor*	3104			
				Juvenile Detention Officer	4001			
				Juvenile Detention Program Coordinator	4002			
				Detention Training/Accreditation Specialist*	4011			
				Inmate Assessment Specialist II*	4109			
				Highway Labor Manager	7014			
				Operations Officer, Parks and Recreation	7216			
				Fleet Manager	7307			
				Assistant Director of Nursing-LPN	8031			
				Social Services Director	8325			
Food Services Supervisor	9017							
10	\$20,1198	\$29,1749	75	Staff Accountant*	0105			
				Internal Auditor*	0106			
	\$39,234	\$56,891		Financial Reporting Specialist*	0107			
				Computer Services Coordinator*	0213			
				Assistant States Attorney I*	1105			
				Assistant Public Defender I*	1112			
				Probation Officer II	1302			
				Chief Deputy Coroner*	2104			
				Assistant Chief County Assessment Officer	5015			
				Planner-Building and Zoning*	6011			
				Clinic Supervisor*	8025			
				WIC Nutritionist/Program Coordinator*	8043			
				Communicable Disease Program Coordinator*	8107			
				Health Promotion Program Manager*	8117			
				DCFS Lead Agency Coordinator*	8121			
				Forensic Interviewer*	8124			
				Case Management Supervisor*	8125			
				Birth to Three Assurance Coordinator*	8141			
				Bio-Terrorism/Public Health Planner*	8128			
				\$41,849	\$60,684	80	Senior Staff Sanitarian*	8405
							Assistant Director-MMCCC Operations*	3105
							Facilities Maintenance Foreman	7145
	Juvenile Detention Shift Supervisor	4003						
Project Manager	6101							
Highway Maintenance Coordinator I	7015							
Assistant Director of Nursing-RN	8030							
11	\$47,080	\$68,277	75	Chief Deputy County Clerk*	0027			
				Programmer	0205			
				GIS Specialist	0208			
				Network Security Specialist	0214			
				Assistant States Attorney II	1106			
				Assistant Public Defender II	1113			
				Chief Deputy-Circuit Clerk	1217			
				Deputy Director-Court Services	1305			
				Assistant Director-MMCCC Technical Services	3109			
				Assistant Superintendent-JDC	4005			
				Jail Operations Supervisor	4105			
				Civil Engineer I	6105			
				Highway Maintenance Coordinator II	7016			

**Position Classifications and Pay Ranges for Fiscal Year 2008**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
11 (cont.)	\$47,080	\$68,277		Facilities Maintenance Supervisor	7147
				Detention Health Supervisor	8129
12	\$51,789	\$75,093		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-EMA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
				13	\$56,966
Assistant Director, Information Services	0217				
Director-Building and Zoning	0325				
Director-Parks and Recreation	0331				
Emergency Communications Director	0335				
Supervisor of Assessments	0345				
Assistant States Attorney IV	1108				
Assistant Public Defender IV	1115				
Command Lieutenant	3006				
Superintendent of JDC	4007				
Jail Superintendent	4107				
Facilities Maintenance Director	7148				
Assistant Administrator-Health Department	8133				
Environmental Health Director	8407				
14	\$61,240	\$91,863		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$65,832	\$98,750		Director-Information Services	0333
				Assistant Public Defender V	1116
16	\$69,124	\$103,687		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	72,581	108,869		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$74,395	\$111,592			
19	\$76,255	\$114,393		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$80,068	\$120,100			
21	\$92,077	\$138,117		County Administrator	0305

Members Selzer/Cavallini moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Approving the General Compensation Plan for Non-Union Employees for Fiscal Year 2008 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the following: the General Report can be found on pages 181-198.

**JUSTICE COMMITTEE:**  
Member Renner, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2007  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Circuit Court 0016

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Court; and,

WHEREAS, to date, the Circuit Court has experienced a significant increase in a number of line item expenses that are directly related to the number and types of cases that have been heard by the Circuit Court; and,

WHEREAS, the County Auditor's Office has advised the Circuit Court that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, December 4, 2007, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred by the Circuit Court; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$ 71,500.00 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board			
0001-0001-0001-0400.0000	\$ 0.00	\$ 71,500.00	\$ 71,500.00

2. That the County Auditor is directed to add to the appropriated budget of the Circuit Court the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Schools/Conferences			
0001-0016-0016-0718.0001	\$ 2,500.00	\$ 3,200.00	\$ 5,700.00

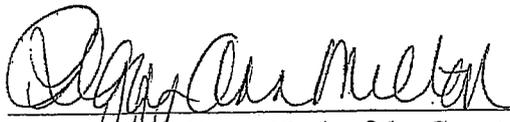
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Court Appointed Attorney 0001-0016-0016-0721.0001	\$ 40,000.00	\$ 17,200.00	\$ 57,200.00
Special Defender Expense 0001-0016-0016-0722.0001	\$ 13,000.00	\$ 26,800.00	\$ 39,000.00
Psychiatric/Psychological Expenses 0001-0016-0016-0723.0001	\$ 5,000.00	\$ 3,000.00	\$ 8,000.00
Juror Expenses 0001-0016-0016-0727.0001	\$ 118,000.00	\$10,200.00	\$128,200.00
Juror Meals 0001-0016-0016-0727.0002	\$ 17,500.00	\$ 5,600.00	\$ 23,100.00
Juror Parking 0001-0016-0016-0727.0003	\$ 19,000.00	\$ 2,500.00	\$ 21,500.00
Non-Contractual Services 0001-0016-0016-0773.0001	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Total Increase:		\$71,500.00	

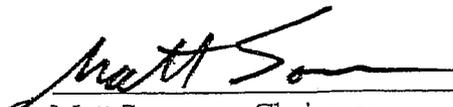
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Trial Court Administrator of the Eleventh Circuit Court.

ADOPTED by the County Board of McLean County this 18th day of December, 2007.

ATTEST:

APPROVED:

  
 \_\_\_\_\_  
 Peggy Ann Milton, Clerk of the County Board,  
 McLean County, Illinois

  
 \_\_\_\_\_  
 Matt Sorensen, Chairman  
 McLean County Board

Members Renner/Ahart moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Circuit Court 0016. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Sheriff's Department on behalf of Task Force 6 Narcotics Unit #405220		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Department of Justice/Ofc of Justice Programs		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 16,579 <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 10/1/2007  End: 9/30/2008
<u>Grant Title:</u> Expanding Multi-Jurisdictional Narcotics Units Task Force 6			
<u>Grant Amount:</u> \$64,106.00		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:	
<u>Match Amount (if applicable):</u> Required Match :\$21,369.00 Overmatch: \$80,833.00			
<u>Grant Total Amount:</u> \$166,358.00		<u>Source of Matching Funds (if applicable):</u> McLean County, Task Force 6	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$0.00</td> </tr> <tr> <td>Other</td> <td>\$166,358.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$0.00</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$166,358.00</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$0.00	Other	\$166,358.00	Total Additional Expenses	\$0.00	<b>GRANT TOTAL</b>	<b>\$166,358.00</b>	<u>Description of equipment to be purchased:</u> N/A  <u>Description of subcontracting costs:</u>  <u>Other requirements or obligations:</u> Monetary Pass Thru Grant to Task Force 6 Narcotics Unit.
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
Personnel Cost	\$																								
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Other	\$166,358.00																								
Total Additional Expenses	\$0.00																								
<b>GRANT TOTAL</b>	<b>\$166,358.00</b>																								

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

Mike Ramsey  
 Department Head Signature

10/09/07  
 Date

N/A  
 Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
 Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

COPY

**PROGRAM TITLE:** Expanding Multi-Jurisdictional Narcotics Units

**AGREEMENT NUMBER:** 405220

**PREVIOUS AGREEMENT NUMBER(S):** 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416

**ESTIMATED START DATE:** October 1, 2007

**SOURCES OF PROGRAM FUNDING:**

Justice Assistance Grant-FinV05 Funds	\$ 64,406
Matching Funds	11,213.69
Over-Matching Funds	1,80,883
Total	1766358

**IMPLEMENTING AGENCY:** County of McLean

**ADDRESS:** Government Center  
185B Washington, Suite 401  
Bloomington, IL 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Matt Sorensen  
Chairman, McLean County Board  
(309) 888-5110

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
Treasurer, County of McLean  
(309) 888-5180

**PROGRAM AGENCY:** Task Force Six

**ADDRESS:** P.O. Box 1511  
Bloomington, IL 61702-1511

**PROGRAM DIRECTOR:** M/Sgt. Ben Halloran  
Task Force Six Commander  
(309) 452-9961  
hallorb@isp.state.il.us

**FISCAL CONTACT PERSON:** Jennifer Miller  
AGENCY: County of McLean  
TITLE: Bookkeeper  
TELEPHONE: (309) 888-5033  
FAX: (309) 888-5072  
E-MAIL: jennifer.miller@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Michael J. Reidy  
TITLE: Chief of Police, City of Clinton  
TELEPHONE: (217) 935-9441  
FAX: (217) 935-4219  
E-MAIL: mreidy@clintonillinois.com

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO) SECTION  
(Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program (circle applicable federal grant program):  
ADA/AA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 405220 Federal Grant Award Amount: \$ 64,106.00

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF McLEAN

Address: 104 W. Frant Street, Room 105  
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033 Fax #: 309/888-5072 E-mail address:  
jennifer.miller@mcleancountyil.gov

SECTION A. CERTIFICATION (EEO NOT REQUIRED)

I, \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEO FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

- ENTITY HAS LESS THAN 50 EMPLOYEES  ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000  
 ENTITY IS A NON-PROFIT ORGANIZATION  ENTITY IS A MEDICAL INSTITUTION  
 ENTITY IS AN INDIAN TRIBE  ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official] [Print Name and Title] [Date]

OR SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)

(For information regarding EEO development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Matt Sorensen, County Board Chairman [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of County of McLean Government Center

\_\_\_\_\_  
[agency/organization name], at 115 E. Washington, Suite 401  
Bloomington, IL 61701 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

Matt Sorensen  
[Signature of Responsible Official] Matt Sorensen, County Board Chairman [Print Name and Title] 10/02/05 [Date]

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOJTIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF McLEAN

Address: 10 1/2 W. Front Street, Room 105  
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address:

jennifer.miller@mcleancountyil.gov

Grant Number/Contract Name: #405220 Expanding Multi-Jurisdictional Narcotics Unit

Certification Statement:

I, Matt Sorensen [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

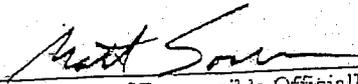
In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

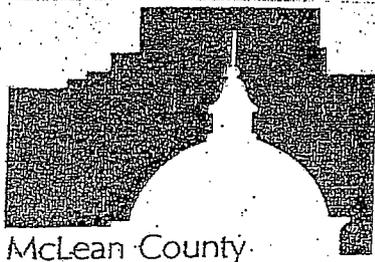
THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

  
[Signature of Responsible Official]

County Board Chairman  
[Title]

10/02/07  
[Date]



McLean County

McLEAN COUNTY SHERIFF'S DEPARTMENT  
MIKE EMERY, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5859  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Violence Division (309) 888-4940  
FAX (309) 888-5072

November 27, 2007

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff Mike Emery  
SUBJ: December 6, 2007 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following items be placed on the December 6<sup>th</sup>, 2007 Justice Committee Agenda.

Action

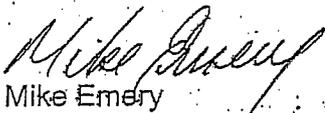
1) Task Force Six Grant.

McLean County is host agency for the Illinois State Police Task Force Six Multi-Jurisdictional Narcotics Unit. This grant is a monetary pass through grant and McLean County has no financial obligation. Being host agency, this grant is monitored and managed by the McLean County Auditors' Office, and falls under the ordinances enacted by The McLean County Board that regulates all grants received in McLean County Government.

Information

- 1) Memorandum of Understanding with Children's Foundation (please see attached).
- 2) McLean County Detention Facility Population Report: (Please see attached).

Sincerely,

  
Mike Emery  
Sheriff

Members Renner/Hoselton moved the County Board approve a Request for Approval of the Illinois State Police Task Force Six Multi-Jurisdictional Narcotics Unit Grant #405220 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING PARTICIPATION AS A MEMBER IN THE  
ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE  
PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE COUNTY OF McLEAN AND THE  
ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION

WHEREAS, the County of McLean, Illinois, a body politic and corporate, pursuant to Illinois law and County ordinance, has established the McLean County Emergency Management Agency (the "EMA"); and,

WHEREAS, at any given time, an emergency may occur that is beyond the capacities of the County EMA to respond effectively with necessary personnel, equipment and material resources; and,

WHEREAS, by approving and adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County EMA agrees to assist a nearby member jurisdiction(s) by assigning personnel, equipment and/or material resources as necessary and feasible; and,

WHEREAS, by approving and adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County EMA shall be able to call upon the resources of a nearby member jurisdiction(s) and request that personnel, equipment and/or material resources be provided to assist the County EMA; and,

WHEREAS, said Intergovernmental Service Agreement is authorized in the Illinois Emergency Management Act, 20 ILCS 3305/13 (2006) and pursuant to County Ordinances that permit participation in various mutual aid agreements; and,

WHEREAS, it is in the best interests of the County EMA to plan for and provide adequate emergency services and assistance to the residents of the County; and,

WHEREAS, by approving and adopting the Intergovernmental Service Agreement, the County EMA will be able to access and utilize resources of a nearby member jurisdiction(s) when responding to an emergency in the County and the County EMA will be able to assign resources to a nearby member jurisdiction(s) to assist with an emergency; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

(2)

Section 1) The McLean County Board hereby approves and incorporates the above and foregoing recitals as findings of fact in this Resolution.

Section 2) The McLean County Board hereby approves and authorizes the County EMA to participate as a member of the Illinois Emergency Management Mutual Aid System, pursuant to the provisions of the Mutual Aid Intergovernmental Service Agreement.

Section 3) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Director of the County EMA, the McLean County Sheriff, the First Civil Assistant State's Attorney and the County Administrator.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of December, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the McLean County Board  
McLean County, Illinois

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## SECTION ONE

### Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of; IEMMAS
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "Executive Board": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency / disaster occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster and the type and amount of equipment and personnel and/or services requested from the IEMMAS.

C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Establish the incident command system at the site of the emergency.
2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## SECTION FOUR

### Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

## SECTION FIVE

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## SECTION SIX

### Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

## SECTION SEVEN

### Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims,

demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

## SECTION EIGHT

### Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## SECTION NINE

### Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

## SECTION TEN

### Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## SECTION ELEVEN

### Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## SECTION TWELVE

### Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## SECTION THIRTEEN

### Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

## SECTION FOURTEEN

### Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

## SECTION FIFTEEN

### Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION SIXTEEN**

### **Executive Board of IEMMAS**

The Executive Board of IESMA is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The Executive Board shall consist of 3 members appointed from within each IEMMAS who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION EIGHTEEN**

### **Rules and Procedures**

Rules, procedures of the IEMMAS shall be established by the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

## SECTION NINETEEN

### Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

McLean County Board  
Political Entity

Illinois Emergency Service Management Association

\_\_\_\_\_  
Matt Sorensen, Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
IEMMAS Chairperson

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

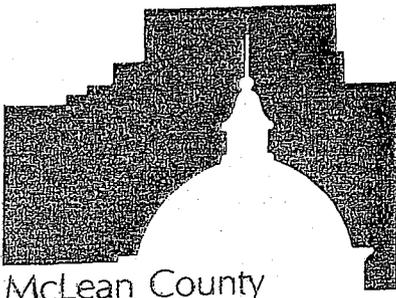
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

IEMMAS-ILLINOIS-CITY-VILLAGE-DISTRICT-AGREEMENT



EMERGENCY MANAGEMENT AGENCY  
(309) 888-5020 FAX: (309) 888-5534  
104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

**To:** Chairman, Justice Committee, McLean County Board  
**From:** <sup>Curtis</sup> Curtis Hawk, EMA Director  
**Date:** November 16, 2007  
**Re:** Consideration of Resolution for Mutual Aid Agreement

I am requesting that the attached Resolution be considered for review at the next Justice Committee meeting on December 4, 2007 for your approval and recommendations to the County Board.

I have attached the Resolution adopting the Illinois Emergency Management Mutual Aid System Agreement between McLean County and the Illinois Emergency Services Management Association.

I have also included a copy of the Mutual Aid Intergovernmental Service Agreement "Exhibit A" that would follow for the Chairman's Signature upon the Committee's approval of the Resolution.

Should you have any questions, please feel free to contact any me at 309-888-5020

Thank you,

Members Renner/Moss moved the County Board approve a Request for Approval of Resolution of the McLean County Board Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement by and between the County of McLean and the Illinois Emergency Services Management Association – E.M.A. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is on pages 221-235. I would like to call everyone's attention to some of the drug court statistics that were presented on page 229. It certainly tells you a fair amount about the screening process and eligibility and the acceptance rate. We are continuing to look very closely at this new program.

Member Selzer stated the following: I have two questions. As I have been listening to the news and reading the paper about some of the shortfalls in Bloomington's funding which is really unfortunate, two things came to mind. The first is the Lifeline Ambulance closing, which has had an impact on the County in a lot of different ways. The second is Bloomington's withdrawal from MetCom and the establishment of their own center which I'm sure has cost them millions of dollars. From our perspective, I am curious if you have information on how the rural fire chiefs and ambulance associations are doing. There are still federal grants and other things that we might be able to apply for as a County to help them if need be. I don't know and I don't know if anyone here knows how they have been impacted by the changes. Also, we should check with MetCom to see if there have not been any complaints like there were at one time with radios, etc. and if there are any staffing issue out there since Bloomington opened their center. I am just curious if we could get an update through the Committee on those two topics. Member Renner stated the following: we certainly have heard issues - Bloomington City Council talked about the savings they were going to see as a result of MetCom which of course is not the case. From our inquiries, we find that there don't seem to be any staffing issues and I don't think they have had an increase in complaints. I would say from that standpoint, it is fairly clear that the City of Bloomington spent millions of dollars for nothing other than a bureaucratic power play. Mr. Zeunik stated the following: in response to your second concern, there have been very few, if any, problem reports that have come in and in regards to staffing, the vacancies that we have are tracking consistently with what we had before the split. MetCom and the City of Bloomington Dispatch Center have established an excellent working relationship. They work well together. They back one another up. When there have been situations where for whatever reason, because of weather or call volume that one or the other needed to step and assume the responsibility that happened seamlessly. The supervisory staff from the two facilities and the directors meet on a regular basis and work very well together. I think everyone would agree that it's unfortunate that we haven't been able to keep everyone together, but, as far as MetCom is concerned,

we haven't had the problem reports being generated that we had previously and staffing issues haven't changed dramatically in terms of having more difficulty in recruiting new people. In fact, the working relationship between the two facilities is excellent. Member Selzer stated the following: that is what I was looking for. Thank you. Member Moss stated the following: I guess I would take exception to the reference of a bureaucratic power play. I think we all know the history of how this came about and it was done properly and within the terms of the agreement that existed at the time. Plenty of time was given as notice so I'm constantly dismayed at the references like that to something that was done properly and with due notice. Also, I'm not sure about the reference to savings that would be seen when Bloomington opened its own center. I believe it was done primarily because of performance issue with MetCom. I don't know how you can expect to spend two million dollars and see a savings. Thank you. Member Renner stated the following: if I may clarify, the comment I made was by a City Council Member about three or four weeks ago. The bureaucratic power play is not that it was done improperly, it's just that the evidence suggested one thing and everyone else in McLean County, the decision makers in Normal, the Normal Fire Department, the Sheriff's Department, etc. seemed to see things like the City of Bloomington did. That is what I meant by bureaucratic power play.

**LAND USE AND DEVELOPMENT COMMITTEE:**

Member Gordon, Chairman, stated the following: the Land Use and Development Committee has no Items for Action and our General Report can be found on pages 236-245.

**TRANSPORTATION COMMITTEE:**

Member Hoselton, Chairman, stated the following: the Transportation Committee has no Items for Action and our General Report can be found on pages 246-252.

Chairman Sorensen stated the following: it would now be appropriate to take a motion to go into Executive Session. Members Gordon/Owens made the motion. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

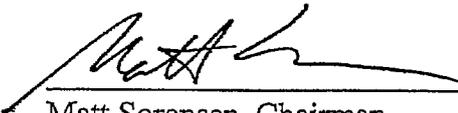
The McLean County Auditor presented the following and recommends it for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

November 30, 2007

**2007 Budget Expenditures**

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$223,569.30	\$223,569.30
Finance	\$310,551.16	\$584,412.80	\$894,963.96
Human Services		\$470,211.63	\$470,211.63
Justice	\$13,644.94	\$1,809,408.81	\$1,823,053.75
Land Use	\$189.82	\$24,634.71	\$24,824.53
Property	\$40,142.83	\$394,465.99	\$434,608.82
Transportation		\$1,087,411.52	\$1,087,411.52
Health Board		\$419,051.91	\$419,051.91
Disability Board		\$50,019.50	\$50,019.50
T. B. Board		\$20,504.24	\$20,504.24
<b>Total</b>	<b>\$364,528.75</b>	<b>\$5,083,690.41</b>	<b>\$5,448,219.16</b>

  
Matt Sorensen, Chairman  
McLean County Board

Members Owens/Cavallini the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until January 15, 2008 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:54 a.m.

\_\_\_\_\_  
Matt Sorensen  
County Board Chairman

  
\_\_\_\_\_  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of December, 2007, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of January, 2008.

  
\_\_\_\_\_  
PeggyAnn Milton  
McLean County Clerk